



Agenda
City Council Regular Meeting
Tuesday, November 21, 2017
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. 2018 Electric Utility Capital Work Plan (10 minutes)
 - Bob Hammond, Energy Services Director
2. Discuss Meeting Agenda Items (15 minutes)
 - City Council Members

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

3. 2017 Small Business Saturday - Passport to Richland Business Program
 - Kerwin Jensen, Community Development Director

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

4. Proposed Fiber Optic Franchise Agreement with WA–CLEC LLC, dba Crown Castle - Ordinance No. 54-17
 - Pete Rogalsky, Public Works Director
5. Proposed Relinquishments at 930 Long Avenue - Resolution No. 208-17
 - 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:

6. Approve the Minutes of the Meeting Held November 7, 2017
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

7. Ordinance No. 48-17, Amending RMC Title 23: Zoning Regulations to add Vehicle-Based Food Vendors
 - Kerwin Jensen, Community Development Director

8. Ordinance No. 53-17, Amending RMC Title 3: Finance, Chapter 3.24 Funds
 - Cathleen Koch, Administrative Services Director
9. Ordinance No. 54-17, Authorizing a Fiber Optic Franchise Agreement and Master Permit with WA-CLEC LLC, dba Crown Castle
 - Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

10. Ordinance No. 49-17, Approving the 2018 Budget and the 2018-2023 Capital Improvement Plan
 - Cathleen Koch, Administrative Services Director
11. Ordinance No. 50-17, Amending Chapter 15.20 RMC regarding Solid Waste Rates
 - Pete Rogalsky, Public Works Director
12. Ordinance No. 52-17, Amending RMC Title 16: Stormwater, Chapter 16.06 Construction and Post-Construction Stormwater
 - Pete Rogalsky, Public Works Director

Resolutions – Adoption:

13. Resolution No. 08-17, Awarding Bid to Potelco, Inc. for the Leslie Road Substation Construction
 - Bob Hammond, Energy Services Director
14. Resolution No. 205-17, Authorizing Northwest Intergovernmental Energy Supply to Represent the City of Richland in the Execution of Loan Documents and to Incur Certain Financial Obligations to CoBank
 - Bob Hammond, Energy Services Director
15. Resolution No. 208-17, Authorizing Relinquishment of Portions of Easements at 930 Long Avenue
 - Pete Rogalsky, Public Works Director
16. Resolution No. 210-17, Authorizing a Memorandum of Understanding with Energy Northwest for the Horn Rapids Solar Storage and Training Project
 - Bob Hammond, Energy Services Director
17. Resolution No. 211-17, Authorizing a Water Pipeline Oversizing Agreement with Westcliffe, LLC
 - Pete Rogalsky, Public Works Director
18. Resolution No. 212-17, Authorizing a Cost Sharing Agreement with WA-CLEC, LLC (dba Crown Castle) for Fiber Optic Infrastructure Construction
 - Jon Amundson, Assistant City Manager
19. Resolution No. 213-17, Authorizing the Execution of Solid Waste Collection Agreements for Properties within Recently Annexed Territories
 - Pete Rogalsky, Public Works Director
20. Resolution No. 214-17, Authorizing a Frontage Improvement Installation Agreement with 135 Reata, Inc.
 - Pete Rogalsky, Public Works Director

21. Resolution No. 215-17, Authorizing Acceptance of the Washington State Library Washington Rural Heritage Digitization Grant
 - Joe Schiessl, Parks and Public Facilities Director
22. Resolution No. 216-17, Approving Amendments to Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing
 - Cathleen Koch, Administrative Services Director
23. Resolution No. 217-17, Establishing a Public Hearing Date to Consider an Ordinance to Assume the Rights, Powers, Functions, and Obligations of the Richland Transportation Benefit District
 - Heather Kintzley, City Attorney

Expenditures - Approval:

24. Expenditures from October 30, 2017 - November 10, 2017 for \$13,140,056.24 including Check Nos. 251560-252008, Wire Nos. 6613-6622, Payroll Check Nos. 126302-126841, and Payroll Wire/ACH Nos. 10153-10173
 - Cathleen Koch, Administrative Services Director

Items of Business:

25. Resolution No. 206-17, Authorizing a Master Resource Agreement with Northwest Intergovernmental Energy Supply to Enable Power Market Purchases
 - Bob Hammond, Energy Services Director
26. City of Richland Proclamation of Welcome
 - Heather Kintzley, City Attorney

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at 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: 11/21/2017

Agenda Category: Agenda Item

Key Element: Key 1 - Financial Stability & Operational Effectiveness
Key 2 - Infrastructure & Facilities

Subject:

2018 Electric Utility Capital Work Plan (10 minutes)

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Richland Energy Services (RES) Director Hammond will summarize the attached 2018 Electric Utility Capital Work Plan.

Fiscal Impact:

Attachments:

- I. 2018 Electric Utility Capital Work Plan



2018 Capital Work Plan

Richland Energy Services

505 Swift Blvd. MS-21
Richland, WA 99352

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www.ci.richland.wa.us
www.ci.richland.wa.us/EnergyServices

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Executive Summary

Purpose

The purpose of this report is to provide an overview of the 2018 Capital Work Plan (CWP) Projects and how Richland Energy Services (RES) intends to strategically meet its improvement objectives, performance and operational goals while focusing on preserving infrastructure and ensuring the efficient use of public funds.

Description

The 2018 CWP includes eight categories of capital improvements. These categories include the types of projects that aid in meeting RES' overall goals and improvements that service the community. These projects have been strategically selected and evaluated based on RES Long Term Plan (LRP) and its current resources.

2018 CWP Categories and Descriptions:

Purchase Southwest Service Area Infrastructure:

The Electrical Service Area Agreement established in 2005 enables RES to serve new developments north of UGA area and allows RES to purchase BPUD facilities and its serve customers.

System Improvements:

New improvements that are required on an annual basis consisting of capital improvements to the electric utility infrastructure that are economic development.

Renewal and Replacements:

Capital improvements that extend the life of existing electric utility infrastructure and that replace infrastructure and equipment that has met its life expectancy to attain regulatory compliance and system reliability.

Smart Grid- Advanced Metering Infrastructure:

Detailed design and implementation of an electrical utility smart grid program to cost-effectively improve utility operations and provide the utility customers with options to control power consumption and usage patterns.

Electrical Substation Improvements:

A variety of major improvement projects within the eight existing electric utility substation sites.

Leslie Road Substation:

Plan, design, and construct a new electrical system substation and connect into the electrical system grid operated by Bonneville Power Administration (BPA). Additionally, plan, design and construct primary underground distribution feeders from new substation to the City's new and existing electrical system.

Line Extensions:

Capital improvement projects primarily for the purpose of extending electric utility infrastructure to new electric load.

Major Equipment Purchase:

Replacement of Major Equipment used for Power Operations. Power Operations will purchase a bucket truck in 2018.

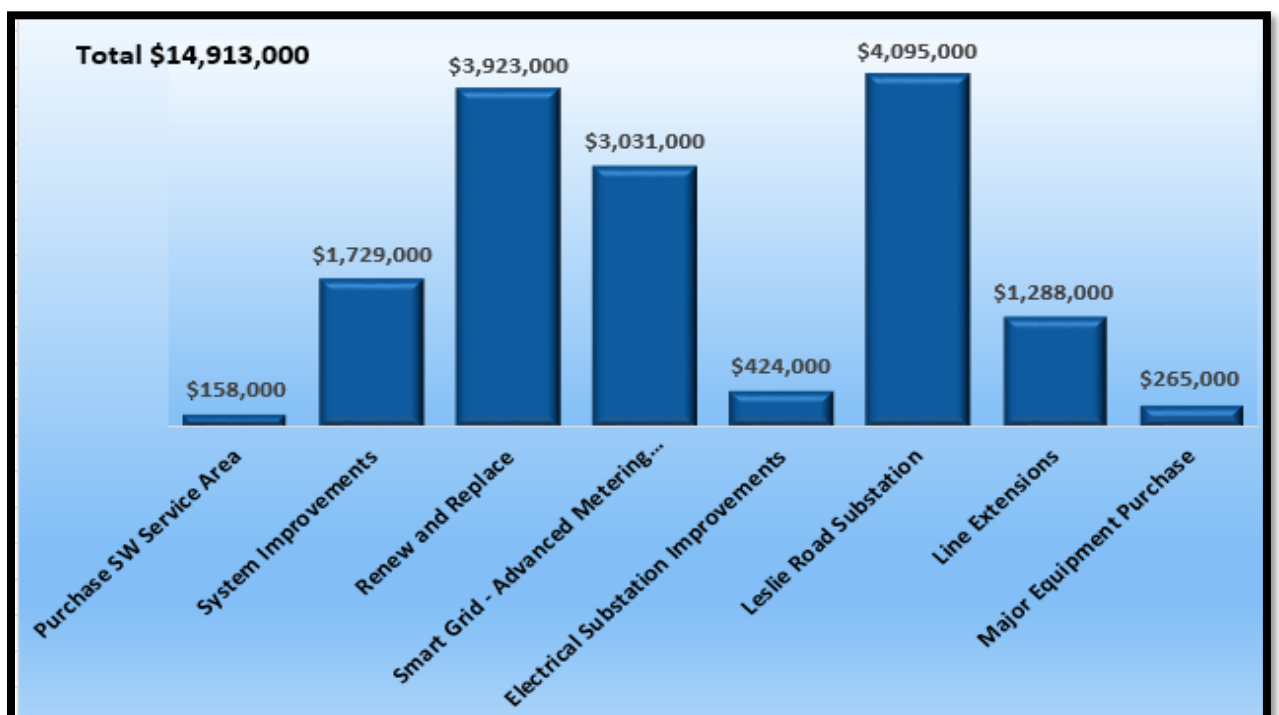
Highlights

The CWP has a planned estimate to perform approximately \$14.9 million of capital work in 2018. This amount is being presented for Council consideration in November 2017 as part of the City's 2018 Budget and Capital Improvement Plan (CIP) revision.

In addition to the 2018 planned estimate, CWP funds that were not expended in 2017 will be carried over into 2018 and will be used to resource additional projects as necessary.

Each category of work has an overall estimate that is project driven which consists of material, equipment, overhead, engineering, expert services and inside and outside labor costs. These costs totaled for each category of work equals the CWP overall estimate.

Below is a graph that represents dollars associated to each category of work.



Project Information

Project Selection

The 2018 CWP Projects are selected based on the review and evaluation of economic growth opportunities, current priority of required maintenance, system improvements and the availability of RES resources in order to meet strategic goals outlined in the Long Range Plan (LRP) and the needs of the City and its electric utility customers.

Projects by Category

CATEGORY	ESTIMATE
1. PURCHASE SW SERVICE AREA	
PURCHASE SW SERVICE AREA	\$158,000
2. SYSTEM IMPROVEMENTS	
CONSTRUCTION OF FEEDER T77 SOUTH FROM FALCON CREST	\$375,000
CONSTRUCTION OF SECOND ENTRANCE TO HORN RAPIDS	\$142,000
CONSTRUCTION THAYER SUBSTATION FEEDER X-25	\$383,000
DUPORTAIL BRIDGE-LINE RELOCATION	\$255,000
INSTALLATION OF GANG SWITCHES ON DEAD END STRUCTURES	\$51,000
INSTALLATION OF POWER FACTOR CORRECTION CAPACITORS	\$113,000
INSTALLTION OF NEW SERVICES (CABLE)	\$410,000
3. RENEWAL AND REPLACEMENTS	
ADAIR FROM ASHWOOD TO ROCKWOOD	\$87,000
AREVA CABLE REPLACEMENT	\$227,000
INSTALLATION OF SQUIRREL GUARDS ON DISTRIBUTION TRANSFORMERS	\$157,000
METER REPLACEMENT & UPGRADE	\$226,000
POLE REPLACEMENT PROGRAM	\$166,000
REBUILD FEEDER 23 AT DUPORTAIL HWY 240	\$331,000
REBUILD FEEDERS L-53	\$228,000
REBUILD OF CANYON TERRACE II FEEDER	\$776,000
REBUILD WASHINGTON PARK #3	\$234,000
RELOCATION OF BYPASS FEEDER	\$850,000
RELOCATION OF CABLE AT CHURCH AT LEE BLVD & WRIGHT STREET	\$59,000
REPLACEMENT OF GARDEN PARK #3 UG CABLE	\$211,000
REPLACEMENT OF UG AT LYNNWOOD TERRACE #2	\$204,000
REPLACEMENTS OF CLASS 4 POLES	\$167,000
4. AMI	
ADVANCED METERING INFRASTRUCTURE & SMART GRID	\$3,031,000
5. ELECTRICAL SUBSTATION IMPROVEMENTS	
CONSTRUCTION OF SPILL CONTAINMENT	\$424,000
6. LESLIE ROAD SUBSTATION	
LESLIE ROAD FEEDER 141	\$611,000

LESLIE ROAD FEEDER 142	\$227,000
LESLIE ROAD FEEDER 143	\$674,000
LESLIE ROAD FEEDER 145	\$579,000
LESLIE RD SUBSTATION	\$2,004,000

7. LINE EXTENSIONS

LINE EXTENSION PROJECTS	\$1,288,000
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8. MAJOR EQUIPMENT PURCHASES

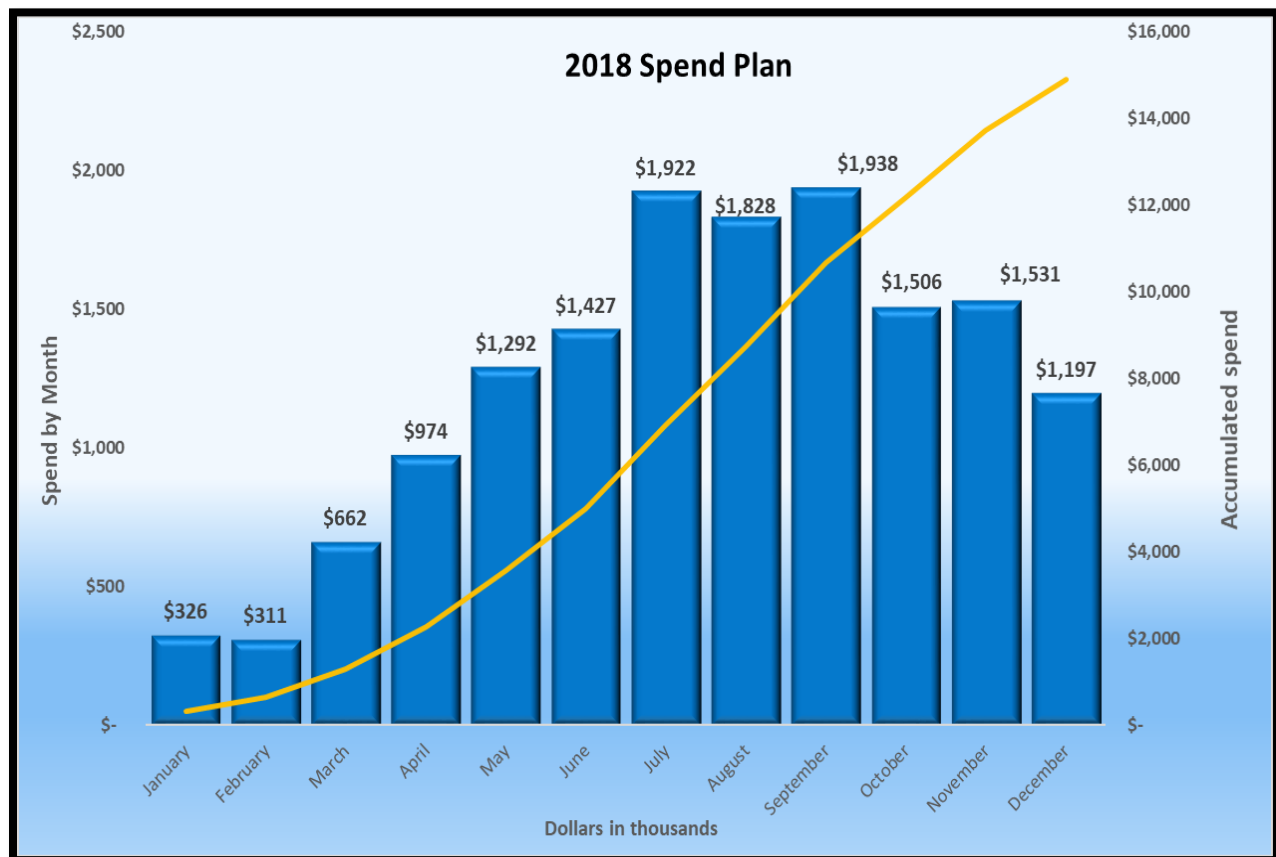
MAJOR EQUIPMENT PURCHASES- Bucket Truck	\$265,000
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Grand Total	\$14,913,000
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Project Spend Plan

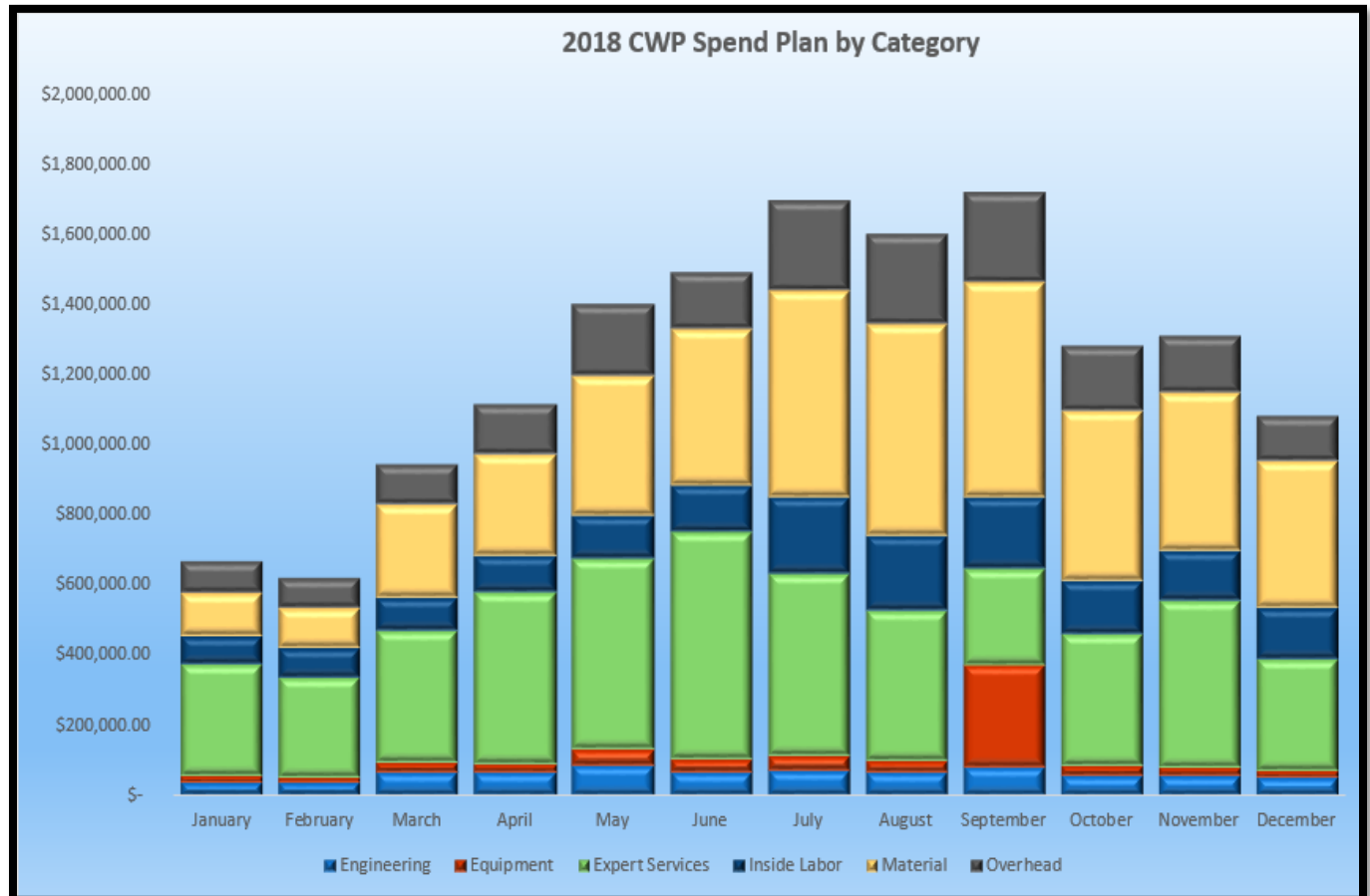
The 2018 Spend Plan is based on projected costs relating to the performance of the CWP Projects on a monthly basis. The project schedule and its associated costs drive the values listed on the Spend Plan. RES intends to perform \$14.9 million of work by end of December 2018.

Below is a graph to recognize the anticipated costs per month as well as the accumulation overall. Note: Carry over fund from 2017 will be in addition to the graph below.



Spend Plan by Cost Type

The following graph shows the type of costs allocated by month.



Project Schedule

Schedule

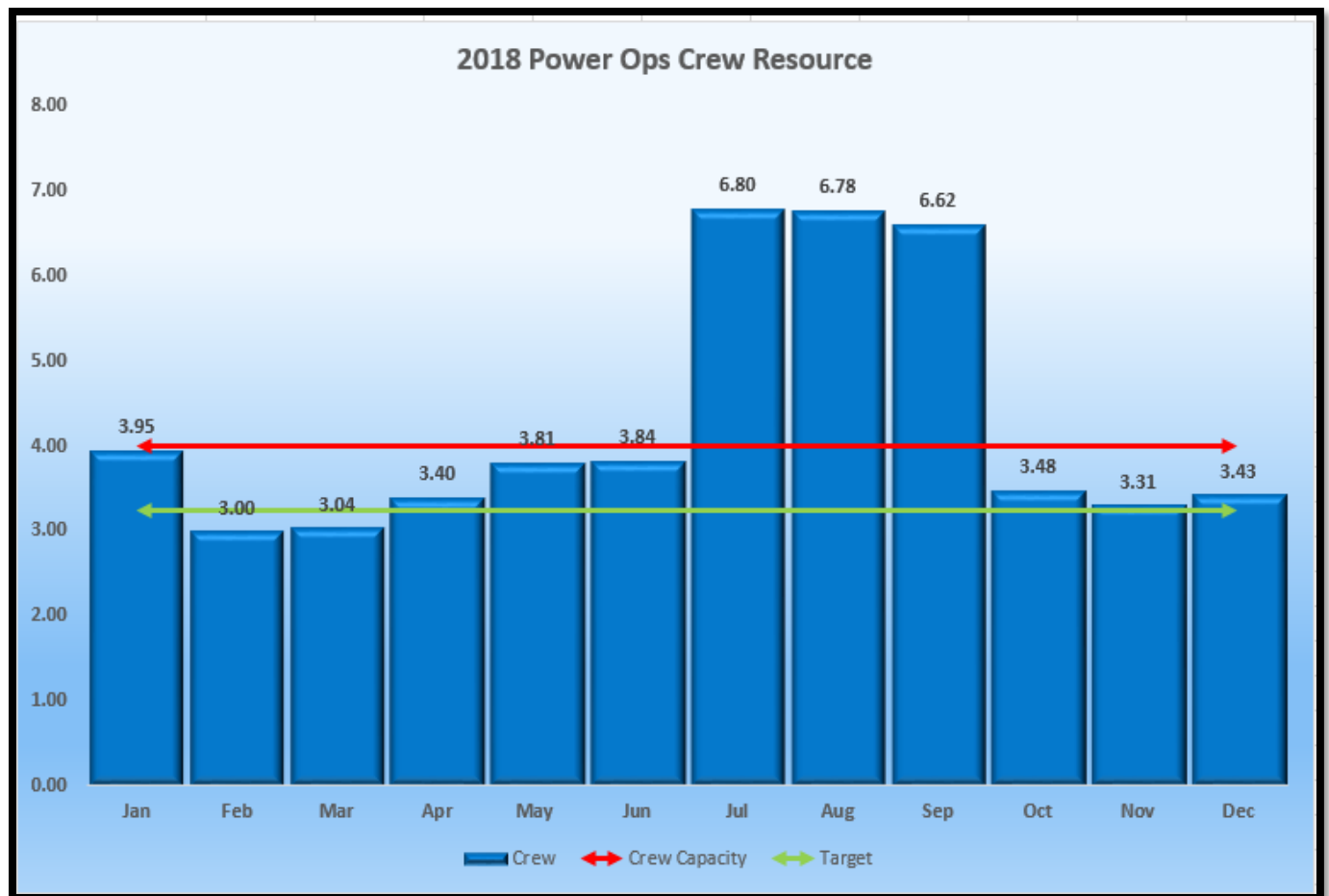
The 2018 Project Schedule is strategically planned and evaluated by RES based on internal and external factors. Internal factors include availability of resources including line crews, materials and equipment in order to support the project. External factors include availability of consultant and contractor support, projects that are developer driven, projects with time restraints and deliverable dates as well as weather conditions.

Appendix A identifies the initial baseline of Project Categories overall timeline as well as individual project start and finish date.

Resource Plan

Internal Power Ops Resources

RES Power Operations Division currently consists of three heavy crews, one service crew and one street light crew. Based on RES crew resources, below is a graph that identifies the availability of crews that support the 2018 Projects Schedule. The green line identified on the graph is the target of work Operations desires to attain. The red line above is the total capacity that the crews can support. The amount in between accounts for unplanned operations and maintenance, temporary shortage of resources as well as outages. The work that is planned above the red line is work that cannot be supported internally and thus anticipated to be outsourced.



Appendix A

Task Name	Start	Finish	Eng Design Complete	Qtr 1, 2018 Jan Feb Mar	Qtr 2, 2018 Apr May Jun	Qtr 3, 2018 Jul Aug Sep	Qtr 4, 2018 Oct Nov Dec	Qtr 1, 2019 Jan Feb
CWP Project Schedule	Wed 10/11/17	Mon 12/31/18						
PURCHASE SW SERVICE AREA	Sun 4/1/18	Thu 5/31/18						
PURCHASE SW SERVICE AREA	Sun 4/1/18	Thu 5/31/18	03/25/18					
SYSTEM IMPROVEMENTS	Mon 2/12/18	Mon 12/31/18						
CONSTRUCTION OF FEEDER T77 SOUTH FROM FALCON CREST	Mon 6/25/18	Tue 9/18/18	06/24/18					
CONSTRUCTION OF SECOND ENTRANCE TO HORN RAPIDS	Mon 2/12/18	Tue 4/3/18	01/08/18					
CONSTRUCTION THAYER SUBSTATION FEEDER X-25	Fri 8/24/18	Mon 10/22/18	03/02/18					
DUPORTAIL BRIDGE - LINE RELOCATION	Sun 4/1/18	Tue 5/22/18	03/25/18					
INSTALLATION OF GANG SWITCHES ON DEAD END STRUCTURES	Mon 10/22/18	Mon 11/5/18	09/15/18					
INSTALLATION OF POWER FACTOR CORRECTION CAPACITORS	Thu 9/27/18	Thu 10/25/18	02/22/18					
INSTALLTION OF NEW SERVICES (CABLE)	Sat 12/1/18	Mon 12/31/18	ONGOING					
RENEWAL AND REPLACEMENTS	Wed 10/11/17	Tue 12/25/18						
ADAIR FROM ASHWOOD TO ROCKWOOD	Mon 1/15/18	Thu 2/15/18	04/24/18					
AREVA CABLE REPLACEMENT	Tue 3/6/18	Mon 5/7/18	01/08/18					
INSTALLATION OF SQUIRREL GUARDS ON DISTRIBUTION TRANSFORMERS	Sat 3/17/18	Tue 10/30/18	03/15/18					
METER REPLACEMENT & UPGRADE	Mon 1/15/18	Sat 12/15/18	01/01/18					
POLE REPLACEMENT PROGRAM	Mon 1/15/18	Sat 12/15/18	05/02/18					
REBUILD FEEDER 23 AT DUPORTAIL HWY 240	Mon 10/1/18	Tue 12/25/18	09/24/18					
REBUILD FEEDERS L-53	Mon 4/23/18	Fri 6/1/18	08/25/18					
REBUILD OF CANYON TERRACE II FEEDER	Fri 5/18/18	Fri 8/17/18	03/02/18					
REBUILD WASHINGTON PARK #3	Mon 1/1/18	Mon 2/5/18	05/02/18					
RELOCATION OF BYPASS FEEDER	Mon 1/22/18	Thu 8/9/18	04/02/18					
RELOCATION OF CABLE AT CHURCH AT LEE BLVD & WRIGHT STREET	Mon 1/22/18	Mon 2/5/18	12/25/17					
REPLACEMENT OF GARDEN PARK #3 UG CABLE	Mon 12/3/18	Tue 12/25/18	07/25/18					
REPLACEMENT OF UG AT LYNNWOOD TERRACE #2	Wed 10/11/17	Mon 10/30/17	09/02/18					



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (15 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Presentations

Key Element: Key 3 - Economic Vitality

Subject:

2017 Small Business Saturday - Passport to Richland Business Program

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

For Small Business Saturday on November 25, 2017, the Richland Business and Economic Development Office is introducing a Passport to Richland Business Program. The Passport Program has over 42 businesses in the Uptown and the Parkway participating with over \$2,600 of donated prizes at stake. Area shoppers will pick up a Passport on November 25 and qualify for a drawing after visiting 10 local business.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Proposed Fiber Optic Franchise Agreement with WA-CLEC LLC, dba Crown Castle - Ordinance No. 54-17

Department:
Public Works

Ordinance/Resolution Number:
54-17

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing to take public input on a proposed Fiber Optic Franchise Agreement with WA-CLEC LLC, dba Crown Castle.

For more detailed information, refer to the staff report for Ordinance No. 54-17.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Proposed Relinquishments at 930 Long Avenue - Resolution No. 208-17

Department:
Public Works

Ordinance/Resolution Number:
208-17

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing to take public input on proposed relinquishments of portions of waterline, utility, and electrical easements lying within 930 Long Ave.

For more detailed information, refer to the staff report for Resolution No. 208-17.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Minutes

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Meeting Held November 7, 2017

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on November 7, 2017

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft 110117 Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard
Tuesday, November 7, 2017

City Council Pre-Meeting - 7:00 p.m.

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, Councilmember Rose, Councilmember Lemley, Councilmember Anderson, Councilmember Kent, Councilmember Luzzo Gilmour were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Community Development Director Jensen, Energy Services Director Hammond, Engineering & Operations Manager Whitney and City Clerk Hopkins.

Agenda Item

1. Smart Grid Update

- Energy Services Engineering & Operations Manager Whitney

Mr. Whitney gave an update on the progress of the Smart Grid project.

2. Discuss Meeting Agenda Items (15 minutes)

- City Councilmembers

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

City Council Regular Meeting - 7:30 p.m.

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.

Attendance:

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

Also present were City Manager Reents, Assistant City Manager Amundson, City

Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Engineering & Operations Manager Whitney, Police Services Captain Taylor and City Clerk Hopkins.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

2. Extra Mile Day Proclamation (5 minutes)
- Robert Thompson, Mayor

Mayor Thompson read the proclamation and gave details on the mission of the Extra Mile America organization.

3. Proclamation Declaring November as DECA Month: Richland High School DECA Officers (5 minutes)
- Robert Thompson, Mayor

Mayor Thompson read the proclamation and presented it to the DECA members present at the meeting. The DECA members introduced themselves and gave details about the DECA program.

4. Washington State Department of Transportation (WSDOT) Best Project Award for Stevens Drive Extension (5 minutes)
- Pete Rogalsky, Public Works Director

Mr. Rogalsky introduced Ms. Davis, WSDOT Programs Director, explained the purpose of the Best City Award and how the Stevens Drive Extension project met the criteria to win the award. Ms. Roberson, Assistant Division Administrator for the Federal Highway Administration, also praised the project. Mr. Rogalsky introduced his staff team, explained their positions, their work tasks and how they contributed to the project.

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

Ms. Jubb announced the retirees: Jim Jordon, with 26 years of service; Carmen Ver Steeg, with 26 years of service; and Jim Blaine, with 32 years of service. She announced the new hire, Kylie Barada, Library Support Specialist, and gave her

background.

6. Assistant Fire Marshal Jim Jordon Retirement Recognition (5 Minutes)
- Robert Thompson, Mayor

Mayor Thompson read the appreciation letter and plaque and presented them to Mr. Jordon. Mr. Jordon spoke briefly about his career with the City.

Public Hearing

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

7. Proposed 2018 Budget and 2018-2023 Capital Improvement Plan - Ordinance No. 49-17
- Cathleen Koch, Administrative Services Director

Ms. Koch said Council received the City Manager's Proposed 2018 Budget and the 2018-2023 Preliminary Capital Improvement Plan on October 2, 2017 and September 21, 2017, respectively. The City Manager also presented the 2018 budget message at the October 3, 2017 City Council meeting, which was followed by a public hearing on revenue sources. RCW 35.33 requires the City to hold budget hearings prior to adoption of the 2018 Budget ordinance. Ms. Koch reviewed the proposed 2018 Budget and she explained the recent adjustment made to the document.

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

8. Proposed Surplus of Equipment - Resolution No. 201-17
- Cathleen Koch, Administrative Services Director

Ms. Koch said a public hearing was being held to receive input or comments on the proposed resolution authorizing surplus and disposal of vehicle(s) and/or equipment

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

Public Comments

Albert Chu, 2050 Howell Avenue, Richland, WA, commented on some conversations he had with a Councilmember.

Ann Fraser, 570 Holly Street, Richland, WA, wanted to know the status of the inclusiveness statement and when it would be on the Council agenda. Ms. Reents asked Ms. Fraser to talk to her after the meeting for an update on the inclusiveness statement.

Consent Calendar

City Clerk Hopkins read the Consent Calendar.

Minutes

9. Approve the Minutes of the Meetings Held on October 17 and 24, 2017
 - Heather Kintzley, City Attorney

Ordinances - First Reading

10. Ordinance No. 49-17, Approving 2018 Budget and 2018-2023 Capital Improvement Plan
 - Cathleen Koch, Administrative Services Director
11. Ordinance No. 50-17, Amending RMC Chapter 15.20 Solid Waste Rates
 - Pete Rogalsky, Public Works Director
12. Ordinance No. 52-17, Amending RMC Chapter 16.06 Construction and Post-Construction Stormwater
 - Pete Rogalsky, Public Works Director

Ordinances – Second Reading/Passage

13. Ordinance No. 24-17, Establishing and Dedicating Village Parkway Right-of-Way
 - Pete Rogalsky, Public Works Director
14. Ordinance No. 33-17, Amending RMC Title 12 to Include Complete Streets Policy
 - Pete Rogalsky, Public Works Director
15. Ordinance No. 45-17, Approving 2018 Ad Valorem Tax and Property Tax Levies
 - Cathleen Koch, Administrative Services Director
16. Ordinance No. 46-17, Approving the 2018 Ad Valorem Tax to Preserve Un-Levied Capacity
 - Cathleen Koch, Administrative Services Director
17. Ordinance No. 47-17, Increasing the 2017 Budget Appropriation in the General Fund, City Streets Fund, Wastewater Fund, Solid Waste Fund, Industrial Development Fund and Streets Capital Fund

- Pete Rogalsky, Public Works Director

Resolutions – Adoption

18. Resolution No. 165-17, Amending Consultant Agreement with Gray & Osborne for Wastewater Treatment Facility Influent Upgrade Project

- Pete Rogalsky, Public Works Director

19. Resolution No. 181-17, Authorizing an Agreement with Image Trend, Inc. for the Purchase and Implementation of a Fire/EMS Records Management Software Solution

- Tom Huntington, Fire and Emergency Services Director

20. Resolution No. 201-17, Approving the Sale of Surplus Equipment

- Cathleen Koch, Administrative Services Director

21. Resolution No. 202-17 Authorizing the Execution of a Professional Services Agreement with Berry, Dunn, McNeil & Parker LLC to Provide Enterprise Resource Planning Implementation and Project Oversight Assistance

- Jon Amundson, Assistant City Manager

22. Resolution No. 203-17, Authorizing an Agreement with the Washington State Department of Transportation for a Traffic Signal at Kingsgate Way and SR-240

- Pete Rogalsky, Public Works Director

Items for Approval

23. Reappointment to the Tri-Cities Regional Public Facilities District Board: Dori Luzzo Gilmour

- Heather Kintzley, City Attorney

Expenditures - Approval

24. Expenditures from October 9, 2017 - October 27, 2017 for \$6,494,383.00 including Check Nos. 250838-251559, Wire Nos. 6595-6612, Payroll Check Nos. 125752-126301, and Payroll Wire/ACH Nos. 10133-10152

- Cathleen Koch, Administrative Services Director

Tabled Business

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT

**SECONDED THE MOTION TO TAKE RESOLUTION NO. 200-17, OFF THE TABLE.
THE MOTION CARRIED 7-0.**

25. Resolution No. 200-17, Affirming Completion of the Periodic Review and Update of Richland's Comprehensive Plan and Development Regulations
- Kerwin Jensen, Community Development Director

Mr. Jensen said under the provisions of the Growth Management Act, the City is mandated to review and update its comprehensive plan and development regulations on a periodic basis. All cities within Benton County are required to complete this update in 2017. The City has now completed this task through the adoption of a new 2017 Comprehensive Plan and the adoption of Critical Areas Ordinance revisions.

Resolution No. 200-17 affirms that the City has completed its obligations as required under the Growth Management Act and staff recommends approval.

Approval of Resolution No. 200-17 does not hinder Council's ability to deliberate further on creation of an Urban Recreation zoning district or proper uses for Columbia Point South. Mr. Jensen said staff recommends approval of Resolution No. 200-17 as the last required step in the City's mandated comprehensive plan update process.

**MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT
SECONDED THE MOTION TO ADOPT RESOLUTION NO. 200-17. THE MOTION
CARRIED 7-0.**

Reports and Comments

1. City Manager:

City Manager Reents congratulated the Public Works staff on receiving the WSDOT Best Project Award.

2. City Council:

Councilmembers Anderson and Kent also congratulated the Public Works staff on receiving the WSDOT Best Project Award.

Councilmember Luzzo Gilmour said she attended the ribbon cutting event for the Wild Birds Unlimited new business.

Councilmember Lemley said he attended the grand reopening Sip and Paint celebrating an expansion of their business.

3. Mayor:

Mayor Thompson said he recently attended a meeting with the Washington State Department of Ecology and the Attorney General's Office in Olympia on to

discuss Hanford waste issues.

Adjournment

Mayor Thompson adjourned the meeting at 8:12 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 48-17, Amending RMC Title 23: Zoning Regulations to add Vehicle-Based Food Vendors

Department:

Community & Development Services

Ordinance/Resolution Number:

48-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 48-17, amending Title 23: Zoning Regulations of the Richland Municipal Code regulating the operation of vehicle-based food service.

Summary:

The Economic Development Committee has recommended that the City revise its zoning regulations to provide for vehicle-based food vendors (food trucks) to operate in the City's commercial and business zoning districts. Under the City's existing regulations, food trucks are allowed to operate only in the C-3 General Business district.

The Planning Commission held a public hearing on October 25, 2017 to consider these code amendments, and voted unanimously to recommend their adoption. If approved, the code amendments would provide for the operation of food trucks subject to compliance with operating standards intended to protect public health and safety.

This item was also reviewed by the City Council at a previous workshop.

Staff recommends approval of Ordinance No. 48-17 for first reading.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 48-17
2. Staff Report to Planning Commission

ORDINANCE NO. 48-17

AN ORDINANCE of the City of Richland Amending
Title 23: Zoning Regulations of the Richland Municipal Code
regarding the operation of vehicle-based food service.

WHEREAS, the City of Richland has observed the desire for vehicle-based food vendors in the City, and at present regulates this operation only through general statutes related to outdoor sales; and

WHEREAS, the City recognizes that a number of vehicle-based food vendors have created successful brick-and-mortar restaurants in the City of Richland's Central Business District; and

WHEREAS, vehicle-based food vendors support start-up food service enterprises and enhance the diversity of Richland's restaurant offerings to residents and visitors alike; and

WHEREAS, amendments to the Richland Municipal Code (RMC) will ensure that siting and operation of vehicle-based food vendors is compatible with adjacent commercial activities, and that the City's existing business activities and efforts support continued positive trends in micro-economic development.

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

Section 1. Richland Municipal Code Chapter 23.06, entitled Definitions, is hereby amended as follows:

Chapter 23.06
DEFINITIONS

Sections:

- 23.06.010 Definitions – Introductory.**
- 23.06.020 Accessory apartment unit.**
- 23.06.025 Accessory dwelling unit.**
- 23.06.027 Adult family home.**
- 23.06.030 Adult use establishment.**
- 23.06.035 Agriculture.**
- 23.06.040 Airport commercial.**
- 23.06.045 Airport industrial.**
- 23.06.050 Alley.**
- 23.06.053 Amendment.**
- 23.06.055 Animal shelter.**
- 23.06.065 Apparel and accessory stores.**
- 23.06.070 Apartment.**

23.06.071 Apartment, studio.
23.06.075 Arcade.
23.06.080 Area of special flood hazard.
23.06.085 Art galleries.
23.06.090 Assisted living facility.
23.06.095 Auto parts sales.
23.06.100 Automobile repair.
23.06.105 Automobile service station.
23.06.110 Automobile wrecking.
23.06.115 Base flood.
23.06.117 Basement.
23.06.120 Bed and breakfast.
23.06.125 Block front.
23.06.130 Book, stationery and art supply store.
23.06.135 Building.
23.06.140 Building, accessory.
23.06.145 Building, main.
23.06.150 Building, hardware and garden supply store.
23.06.155 Bus station.
23.06.160 Bus terminal.
23.06.165 Bus transfer station.
23.06.170 Cafeteria.
23.06.175 Car wash.
23.06.180 Carport.
23.06.185 Cemetery.
23.06.190 Church.
23.06.195 City officials and agencies.
23.06.200 Cinema.
23.06.205 Clinic.
23.06.210 Club or fraternal societies.
23.06.215 Commercial recreation.
23.06.217 Concessionaire.
23.06.220 Convention center.
23.06.225 Contractors' offices and shops.
23.06.230 Contractors' yards.
23.06.235 Court.
23.06.240 Cultural institution.
23.06.245 Day care center.
23.06.250 Delicatessen.
23.06.255 Department store.
23.06.260 Dependent recreational vehicle.
23.06.265 Designated manufactured home.
23.06.270 Development.
23.06.275 District.
23.06.280 Dormitories, fraternities and sororities.
23.06.285 Drinking establishment.

23.06.290 Drive-through.
23.06.295 Drug store/pharmacy.
23.06.300 Dwelling, one-family attached.
23.06.305 Dwelling, one-family detached.
23.06.310 Dwelling, two-family detached.
23.06.315 Dwelling, multiple-family.
23.06.320 Dwelling unit.
23.06.325 Electronic equipment stores.
23.06.330 Essential public facilities.
23.06.335 Equipment rental.
23.06.340 Family.
23.06.345 Family day care home.
23.06.350 Farming of land.
23.06.355 Fence.
23.06.360 Financial institution.
23.06.365 Flood or flooding – Flood Insurance Rate Map (FIRM) – Flood Insurance Study.
23.06.370 Florist.
23.06.375 Food stores.
23.06.380 Food wagon.
23.06.385 Fuel station/mini-mart.
23.06.390 Funeral establishment.
23.06.395 Furniture, home furnishings, and appliance stores.
23.06.400 General service businesses.
23.06.405 Grade plane.
23.06.410 Gross floor area.
23.06.415 Guest room.
23.06.420 Habitable floor.
23.06.425 Hazardous waste.
23.06.430 Hazardous waste storage.
23.06.435 Hazardous waste treatment.
23.06.440 Hazardous waste treatment and storage facilities, off site.
23.06.445 Hazardous waste treatment and storage facilities, on site.
23.06.450 Hedge.
23.06.455 Height of building.
23.06.460 Hog farm.
23.06.465 Home occupations.
23.06.470 Health/fitness center.
23.06.475 Health/fitness facility.
23.06.477 Health spa.
23.06.480 Homeless shelter.
23.06.485 Hospital.
23.06.490 Hospital or clinic for large animals.
23.06.495 Hospital or clinic for small animals.
23.06.500 Hot tub.
23.06.505 Hotel.

23.06.510 House-banked card room.
23.06.515 Junkyard.
23.06.520 Kennel, commercial.
23.06.525 Landscaping.
23.06.530 Landscaping material sales.
23.06.535 Large livestock farming.
23.06.540 Lattice tower.
23.06.545 Laundry, self-service.
23.06.550 Laundry/dry cleaning, retail.
23.06.552 Laundry/dry cleaning, neighborhood.
23.06.555 Laundry/dry cleaning, commercial.
23.06.560 Livestock feed lot.
23.06.565 Lot.
23.06.567 Lot area.
23.06.570 Lot, corner.
23.06.572 Lot, interior.
23.06.575 Lot line, front.
23.06.577 Lot line, rear.
23.06.580 Lot line, side.
23.06.582 Lot depth.
23.06.584 Lot width.
23.06.586 Lowest floor.
23.06.587 Lumberyard.
23.06.590 Macrofacility.
23.06.595 Mailing services.
23.06.600 Manufactured home.
23.06.605 Manufactured home lot, park, and stand.
23.06.610 Manufacturing, general.
23.06.615 Manufacturing, heavy.
23.06.617 Manufacturing, light.
23.06.620 Manufacturing use.
23.06.625 Marinas.
23.06.630 Marine equipment rentals.
23.06.635 Marine gas sales.
23.06.640 Master plan.
23.06.645 Microbrewery.
23.06.650 Microfacility.
23.06.655 Mini-warehouse.
23.06.660 Mobile home.
23.06.665 Monopole.
23.06.670 Motel.
23.06.675 Nursing home or rest home.
23.06.680 Nursery, plant.
23.06.685 Office – Corporate.
23.06.687 Office – Consulting services.
23.06.690 Office – General.

23.06.695 Office – Research and development.
23.06.700 Office supply store.
23.06.705 Outdoor advertising sign.
23.06.710 Outdoor advertising structure.
23.06.715 Outdoor storage.
23.06.720 Parking lot.
23.06.725 Parking space, automobile (off street).
23.06.728 Parking structure.
23.06.730 Pasture.
23.06.732 Patio.
23.06.735 Pawn shop.
23.06.740 Pen.
23.06.745 Personal loan business.
23.06.750 Personal services business.
23.06.755 Pet shop and pet supply store.
23.06.760 Photo processing, copying and printing services.
23.06.765 Pool, private.
23.06.770 Pool, public.
23.06.775 Pool, semi-public.
23.06.777 Porch.
23.06.780 Portable food vendor.
23.06.785 Poultry farm.
23.06.790 Public agency building.
23.06.792 Public agency facility.
23.06.795 Radio and television studio.
23.06.797 Reclassification.
23.06.800 Recreational club.
23.06.802 Recreational vehicle.
23.06.805 Recreational vehicle campground.
23.06.807 Recreational vehicle park.
23.06.809 Recreational vehicle space.
23.06.810 Restaurant.
23.06.817 Sales, retail.
23.06.820 Sales, wholesale.
23.06.825 Sanitary station or sanitary dumping station.
23.06.830 School.
23.06.832 School, alternative.
23.06.833 School, commercial.
23.06.834 School, trade.
23.06.835 Secondhand/consignment store.
23.06.840 Senior housing.
23.06.845 Sensitive land uses.
23.06.850 Small livestock farming.
23.06.855 Specialty retail store.
23.06.860 Specified anatomical areas.
23.06.862 Specified sexual activities.

23.06.865	Stable, private.
23.06.867	Stable, public.
23.06.870	Stock-in-trade.
23.06.875	Story.
23.06.880	Street.
23.06.885	Structure.
23.06.888	Substantial damage.
23.06.890	Substantial improvement.
23.06.895	Theater.
23.06.900	Towing, vehicle impound lots.
23.06.905	Travel trailer.
23.06.910	Truck terminal.
23.06.915	Use – Permitted.
23.06.920	Use – Accessory (secondary).
23.06.925	Use – Nonconforming.
23.06.930	Use – Special.
23.06.935	Variance.
23.06.937	Vehicle-based food service.
23.06.940	Vehicle leasing and rentals.
23.06.945	Vehicle sales.
23.06.950	Video rental store.
23.06.955	Warehousing and wholesale trade.
23.06.960	Warehousing, storage and distribution.
23.06.965	Wholesale use.
23.06.970	Wineries – Production.
23.06.972	Wineries – Tasting room.
23.06.975	Yard.
23.06.980	Yard, front.
23.06.983	Yard, rear.
23.06.985	Yard, side.

[23.06.937 Vehicle-based food service.](#)

[“Vehicle-based food service” means the vending of food and/or beverages from a large vehicle that is equipped to both cook and sell food, and that is capable of being moved from place to place as provided in RMC 23.42.325.](#)

Section 2. Chapter 23.22 of the Richland Municipal Code, entitled Commercial use districts permitted land uses, as last amended by Ordinance No. 32-11, is hereby amended as follows:

23.22.030 Commercial use districts permitted land uses.

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

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

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

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

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

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

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

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ³				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	P ⁵	P			
Laundry/Dry Cleaning, Com.				P	P ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P ⁶				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P ⁷	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁶	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁸
Restaurants/Drive-Through		S ⁸	P ⁸	P ⁸	S ^{8, 9}	S ^{8, 9}		
Restaurants/Lounge		P ⁷	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P ⁷	P	P	P	P	P	P
Vehicle-Based Food Service		P³⁰	P³⁰	P³⁰	P³⁰	P³⁰		
Wineries – Tasting Room		P ⁷	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁸
Light Manufacturing Uses				P				P ²⁸
Warehousing and Distribution Facilities				P				P ²⁸
Wholesale Facilities and Operations				P				P ²⁸
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²²	P	P	P/S ²²	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P ²⁸
Office – Corporate	P		P	P	P	P		P ²⁸

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

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S ⁷	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	
Recreational Vehicle Campgrounds				S ¹⁵			S ¹⁵	
Recreational Vehicle Parks				S ¹⁶			S ¹⁶	
Stable, Public				S ¹⁷				
Theater		P ⁷	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ¹⁸		P	P		
Assisted Living Facility	P		P		P ¹⁸	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹		
Dormitories, Fraternities, and Sororities	P				P	P		
Dwelling, One-Family Attached						P ²⁵		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				P ²⁸
Family Day Care Home	P ¹⁹					P ¹⁹		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P ¹⁸	P		
Recreational Club	A				A	A		
Senior Housing	P				P ¹⁸	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Temporary Residence	P ²⁰	P ²⁰	P ²⁰	P ²⁰	P ²⁰	P ²⁰		P
Retail Uses								
Adult Use Establishments				P ²¹				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S ²²	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁴	A ²⁴	P ²⁴				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A ²⁸

1. RMC 23.42.280
2. RMC 23.42.270
3. RMC 23.42.320
4. RMC 23.42.330
5. RMC 23.42.040
6. RMC 23.42.170
7. RMC 23.42.053
8. RMC 23.42.047
9. RMC 23.42.055
10. RMC 23.42.050
11. RMC 23.42.200
12. RMC 23.42.250
13. RMC 23.42.260
14. RMC 23.42.100
15. RMC 23.42.230
16. RMC 23.42.220
17. RMC 23.42.190
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.
19. RMC 23.42.080
20. RMC 23.42.110

21. RMC 23.42.030
22. Use permitted, requires special use permit with drive-through window.
23. Chapter 23.62 RMC
24. RMC 23.42.180
25. RMC 23.18.025
26. See definition, RMC 23.06.780
27. RMC 23.42.185
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.
30. [RMC 23.42.325](#)

Section 3. Chapter 23.28.020 of the Richland Municipal Code, entitled Business performance standards and special requirements, as last amended by Ordinance No. 55-15, is hereby amended as follows:

23.28.020 Business performance standards and special requirements.

A. B-RP Business Research. It is the intent of this section that:

1. Uses shall be conducted entirely within enclosed buildings;
2. On- and off-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places;
3. Public pedestrian access around and through a site is encouraged and should include clearly marked travel pathways from the public street, through parking areas, to primary building entries;
4. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to trail systems on adjacent sites; and
5. No more than 15 percent of the total number of acres in the B-RP zone or within a specific business park shall be developed with commercial uses. The applicant proposing a commercial use shall identify the properties that he/she is relying on to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant

shall submit a written statement to the city signed by the affected property owners consenting to the application for a commercial use.

B. B-RP Residential, Day Care and Preschool Standards.

1. Residential development is permitted in the B-RP zone at an average density of eight dwellings per acre within a business park. Average density shall be determined by a calculation of the total land area (in acres) within a business park that are both developed and proposed for development with residential uses divided by the total number of dwelling units that are both developed and proposed for development. Any residential development approved through a special use permit must maintain a minimum density of six dwelling units per acre. Construction of residential units shall proceed as identified or conditioned in a special use permit approved by the Richland ~~planning commission~~ [hearing examiner](#);

2. Detached single-family dwellings are prohibited unless:

a. Detached single-family dwellings are part of a residential development as approved through the special use permit process, in which no more than 25 percent of the total number of dwelling units approved through the special use permit are detached single-family dwellings; and

b. Detached single-family dwellings are a part of a common maintenance program, such as a homeowners' association, with attached conditions, covenants and restrictions to be approved by the city at the time of development and recorded by deed to run in perpetuity to the individual properties;

3. Dwelling units may be incorporated into a building occupied by a nonresidential use;

4. No more than 20 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses. The applicant for a residential use project shall identify the properties that he/she is relying upon to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement from the affected property owners consenting to the application for an exclusive residential use;

5. No site developed exclusively for residential uses shall exceed 10 acres in area;

6. No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds 20 acres in area;

7. Mixed use buildings that contain permitted uses (as identified in RMC 23.28.030) on the main floor of the building and residential uses on the upper floors of the building are permitted without regard to subsections (B)(4) through (6) of this

section. All other provisions regulating the placement of residential uses in the B-RP zone shall apply;

8. Day care and preschool uses are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of day care and preschool uses in the B-RP zone shall apply;

9. Residential projects in the B-RP zone shall include provisions to connect with permitted uses in the zone which have the effect of minimizing the need for automotive commutes. Such connections may include shared open space, pedestrian trails, computer and/or communication links between buildings, or other similar features. Residential projects should also be designed to be compatible with the architectural character of existing, adjacent business parks;

10. Parking for residential structures shall be required in addition to any requirement for other permitted uses on the site; and

11. The applicant shall ensure that an emergency response plan is prepared by Benton County emergency services and that such emergency response plan is implemented prior to or simultaneously with the issuance of a certificate of occupancy for a project.

a. Prior to the submittal of a special use permit, the applicant shall consult with Benton County emergency services to determine the following:

i. The specific hazards to residential, day care and/or preschool populations that exist in the vicinity of the project site resulting from existing industrial land uses in the general area. Such hazards shall be determined and assessed through the review of risk management hazard plans that are on file with Benton County emergency services;

ii. The parameters of the emergency services plan that are necessary to support the proposal. Such plan will at a minimum address the following:

(A) Provisions for emergency notification;

(B) Identification of evacuation routes;

(C) Identification of special populations that may reside or be located within the proposed project (small children, seniors, individuals with mobility restrictions, etc.) for identification of specific provisions to address the safety of these special populations;

iii. Identification of any plans for sheltering residential populations during an emergency event and any specific building or site design features to be incorporated into the project to mitigate potential hazards created by nearby industrial facilities; and

- iv. Identification of plans to inform the future residents of the residential project of the specific emergency notification procedures and actions that would be taken during an emergency event.
- b. Following completion of the consultation process, the applicant shall obtain a written statement from Benton County emergency services that either:
 - i. Indicates that the proposed project site is located outside of any known hazard area which represents a threat to residential, day care or preschool populations as identified in the risk management plans on file with Benton County emergency services and that the requirement for a specific emergency response plan is waived; or
 - ii. Identifies the known hazards to residential, day care or preschool populations that are known to exist in or near the project site. Such report shall identify the specific mitigation measures that will be included in the emergency response plan. The applicant shall sign a statement acknowledging and agreeing to the mitigation measures included in the emergency response plan.
 - iii. The applicant is required to provide any information requested by Benton County emergency services for the preparation of an emergency response plan.

C. B-C Business Commerce. It is the intent of this section that:

- 1. Uses shall be conducted primarily within enclosed buildings.
- 2. On-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places.
- 3. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to adjoining trail systems and public sidewalks.
- 4. Uses shall not inflict upon the surrounding properties smoke, dirt, glare, vibrations, or noise beyond the maximum permissible levels hereby established:
 - a. Vibration. Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any point on or beyond any lot line of the property on which the use is located.
 - b. Toxic and Noxious Gases. No emission which would be demonstrably injurious to human health, animals or plant life common to the region, on the ground at or beyond any lot line on which the use is located will be permitted. Where such emission could be produced as a result of accident or equipment malfunction, adequate safeguards standard for safe operation in the industry involved shall be taken. This shall not be construed to prohibit spraying of

pesticides on public or private property in accordance with state regulations as set forth in WAC Title 173, as codified or as hereinafter amended.

c. Heat, Glare and Humidity (Steam). In the B-C district any activity producing humidity in the form of steam or moist air, or producing heat or glare shall be carried on in such a manner that the heat, glare or humidity is not perceptible at any lot line on which the use is located. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare on areas surrounding the B-C district. Artificial lighting shall be hooded or shaded so that direct light of high intensity lamps will not result in glare when viewed from areas surrounding the B-C district.

d. Fire and Explosive Hazards. The storage, manufacture, use, or processing of flammable liquids or materials which produce flammable or explosive vapors or gases shall be permitted in accordance with the regulations of the fire prevention code and the building code of the city of Richland as set forth in the International Building Code and International Fire Code as adopted by the city of Richland or as hereinafter amended.

5. Wherever the B-C zone is applied to any property or properties, there shall be site design standards put in place that shall regulate the appearance of buildings within the B-C district. This requirement for site design standards shall be met in one of the following ways:

a. The property or properties that are part of the B-C zone shall also be subject to the standards set forth in subsection (D) of this section; or

b. The property or properties that are part of the B-C zone shall be subject to private conditions, covenants, and restrictions as proposed by applicants for a zone change proposal. Said conditions, covenants and restrictions shall include site design standards that are deemed appropriate for the intended character, appearance and physical characteristics of the property or properties that are a part of the B-C zone and the immediate vicinity. Such conditions, covenants, and restrictions shall be recorded at the time the zone change ordinance is approved and shall be binding on all new development that occurs on the property or properties that are a part of the B-C zone. Such conditions, covenants, and restrictions shall not be amended without the approval of the city of Richland.

D. B-C Site Design Standards. The following standards apply to the design of buildings within the B-C zone:

1. Building Design.

a. Wall planes shall not run in one continuous direction for more than 60 feet without an offset or setback in the building face, unless the building face contains windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

b. At least 25 percent of the wall area fronting on a street should be occupied with windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

c. Large buildings should have height variations to give the appearance of distinct elements.

d. Rooftop or outdoor mechanical equipment shall be fully screened from public view in a manner which is architecturally integrated with the structure. Screening shall be constructed to a finished standard using materials and finishes consistent with the rest of the building.

e. Roof-mounted equipment should be painted a compatible color with the roof screen.

f. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.

g. Reflective glass is not permitted for glazing.

h. Buildings whose exterior surfaces are more than 50 percent comprised of metal, excluding roof surfaces, are not permitted.

2. Loading and Service Areas.

a. Truck docks and loading areas shall not be permitted on the side of the building that faces or abuts a public street.

b. Refuse areas and service areas shall be screened from view of the public street.

3. Site Lighting.

a. Lighting should be used to provide reasonable illumination for the security and safety of on-site areas such as parking, loading, shipping, and pathways.

b. Lighting shall be designed to minimize glare or objectionable effects to adjacent properties.

c. Site lighting poles shall not exceed 20 feet in height and shall direct the light downward.

d. Lighting sources shall be shielded from adjacent properties.

4. On-Site Utilities.

a. All site utilities shall be placed underground.

b. Pad mounted equipment shall be appropriately located and screened in a manner consistent with required access and safety requirements.

5. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, a property owner may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:

- a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section;
- b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and
- c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity.

Section 4. Chapter 23.28.030 of the Richland Municipal Code, entitled Business use districts permitted land uses, as last amended by Ordinance No. 43-17, is hereby amended as follows:

23.28.030 Business use districts permitted land uses.

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

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

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

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

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

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

Land Use	B-RP	B-C
Automotive, Marine and Heavy Equipment Uses		
Automotive Repair – Major		P

Land Use	B-RP	B-C
Automotive Repair – Minor		P
Automotive Repair – Specialty Shop		P
Automobile Service Station	P	P ¹⁴
Bottling Plants	P	P
Car Wash – Automatic or Self-Service		P ¹
Fuel Station/Mini Mart	P	P ¹⁴
Business and Personal Services		
Automatic Teller Machines	P	P
General Service Businesses	P	P
Health/Fitness Facility	P	P
Health/Fitness Center	P	P
Laundry/Dry Cleaning, Retail	P	P
Mini-Warehouse		P ²
Mailing Service	P	P
Personal Loan Business	P	P
Personal Services Businesses	P	P
Photo Processing, Copying and Printing Services	P	P
Telemarketing Services	S	P
Video Rental Store	P	P
Food Service		
Cafeterias	A	A
Delicatessen	A	A
Drinking Establishments	P	P
Portable Food Vendors	P ³	P ³
Restaurants/Drive-Through	A ⁴	A ⁴
Restaurants/Lounge	P	P
Restaurants/Sit Down	P	P
Restaurants/Take Out	P	P
Restaurants with Entertainment/Dancing Facilities	P	P
<u>Vehicle-Based Food Service</u>	<u>P¹⁵</u>	<u>P¹⁵</u>
Industrial/Manufacturing Uses		
Light Manufacturing Uses	P	P

Land Use	B-RP	B-C
Research, Development and Testing Facilities	P	P
Warehousing, Storage and Distribution		A
Wholesale Facilities and Operations		P
Office Uses		
Financial Institutions	P	P
Medical, Dental and Other Clinics	P	P
Newspaper Offices and Printing Works		P
Office – Consulting Services	P	P
Office – Corporate	P	P
Office – General	P	P
Office – Research and Development	P	P
Radio and Television Studios		P
Schools, Commercial	P	P
Schools, Trade	P	P
Travel Agencies	P	P
Public/Quasi-Public Uses		
Alternative Schools		P ⁵
Churches		P ⁶
Clubs or Fraternal Societies		P ⁶
Cultural Institutions		P ⁶
General Park Operations and Maintenance Activities	P	P
Passive Open Space Use	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ⁷	P ⁷
Public Agency Buildings	P ⁷	P ⁷
Public Agency Facilities	P ⁷	P ⁷
Public Parks	P	P
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P
Residential Uses		

Land Use	B-RP	B-C
Accessory Dwelling Unit	A	A
Apartment, Condominium (3 or More Units)	S ⁸	
Day Care Center	S ^{8,9}	A ⁹
Designated Manufactured Home	S ^{8,10, 11}	
Dormitories, Fraternities, and Sororities	S ⁸	
Dwelling, One-Family Attached	S ^{8,10,11}	
Dwelling, One-Family Detached	S ^{8,10,11}	
Dwelling, Duplex	S ⁶	
Dwelling Units for a Resident Watchman or Custodian	A	A
Hotels or Motels	S ⁸	P
Nursing or Rest Home		P
Temporary Residence	P ^{8,10}	P ¹⁰
Retail Uses		
Parking Lot or Structure	P	P
Department Stores		P
Specialty Retail Stores	P	P
Miscellaneous Uses		
Bus Terminal	P	P
Bus Transfer Station	P	P
Community Festivals and Street Fairs	P	P
Convention Center	P	P
Farming of Land	P	P
Micro- and Macro-Antennas	P	P
Monopole	P ¹²	S ¹²
Outdoor Storage	P ¹³	P ¹³
Storage in an Enclosed Building	P	P

1. RMC 23.42.270
2. RMC 23.42.170
3. RMC 23.42.185
4. RMC 23.42.047
5. RMC 23.42.260

6. RMC 23.42.050
7. RMC 23.42.200
8. RMC 23.28.020(B)
9. RMC 23.42.080
10. RMC 23.42.110
11. RMC 23.18.025
12. Chapter 23.62 RMC
13. RMC 23.42.180
14. Permitted when located adjacent to a principal or minor arterial street as identified in Chapter 12.02 RMC, Street Functional Classification Plan.
15. [RMC 23.42.325](#)

Section 5. Richland Municipal Code Chapter 23.42, entitled General Provisions and Special Conditions, is hereby amended as follows to add a new Section:

**Chapter 23.42
GENERAL PROVISIONS AND SPECIAL CONDITIONS**

Sections:

- | | |
|------------------|---|
| 23.42.010 | Special use regulations – Purpose. |
| 23.42.020 | Accessory apartments. |
| 23.42.030 | Adult use establishment – Locational requirements. |
| 23.42.035 | Automobile oriented uses. |
| 23.42.040 | Animal shelters, commercial kennels and animal hospitals. |
| 23.42.045 | Bed and breakfast. |
| 23.42.047 | Businesses with drive-through window service. |
| 23.42.050 | Churches, clubs, semi-public or public buildings. |
| 23.42.051 | Concessionaire operating standards. |
| 23.42.053 | Drinking establishments, lounges and restaurants. |
| 23.42.055 | Drive-through uses in waterfront district. |
| 23.42.060 | Essential public facilities. |
| 23.42.070 | Excavation, processing and removal of topsoil, sand, gravel, rock or similar natural deposits. |
| 23.42.080 | Family day care homes and day care centers. |
| 23.42.090 | Home occupations. |
| 23.42.100 | House-banked card rooms – Locational criteria. |
| 23.42.105 | Landscaping material sales and plant nurseries. |
| 23.42.110 | Manufactured homes. |
| 23.42.130 | Manufactured home parks – Application procedure. |
| 23.42.140 | Manufactured home parks – Standards and requirements. |
| 23.42.170 | Mini-warehouses. |
| 23.42.175 | Outdoor commercial recreation. |
| 23.42.180 | Outdoor storage. |

- 23.42.183 **Parking lots.**
- 23.42.185 **Portable food vendors.**
- 23.42.190 **Public stables and riding academies.**
- 23.42.200 **Public utilities.**
- 23.42.210 **Recreational clubs.**
- 23.42.220 **Recreational vehicle park.**
- 23.42.230 **Recreational vehicle campground.**
- 23.42.240 **Recreational vehicle park and recreational vehicle campground – Application fee and site plan.**
- 23.42.250 **Schools.**
- 23.42.260 **Schools, alternative.**
- 23.42.270 **Self-service and automatic car washes.**
- 23.42.280 **Service stations.**
- 23.42.290 **Storage or sale of junk, wrecked or unlicensed autos, or salvage material.**
- 23.42.300 **Swimming pools.**
- 23.42.310 **Private swimming instructions.**
- 23.42.320 **Towing, vehicle impound lots.**
- 23.42.325 **Vehicle-based food service.**
- 23.42.330 **Vehicle leasing, renting and sales.**

23.42.325 Vehicle-based food service – Requirements.

A. Licensing. Vehicle-based food service vendors must obtain a City Business License per RMC 5.04.

B. Condition of vehicle. Any vehicle utilized for vehicle-based food service shall be in full operational condition. The vehicle shall be licensed to operate or ride on the roadways of this State, and must be capable of leaving a site at any time under its own power or that of an available towing vehicle.

C. Location and use. Vehicle-based food service vendors shall operate as an accessory, off-street use to a permanent land use or as a use on vacant property. Prior to operation, vehicle-based food service vendors must obtain written consent from the property owner and all business(es) located on-site.

D. Right-of-way. Vehicle-based food service vendors shall not operate within any public right-of-way except as provided in RMC 23.42.051.

E. Restroom facilities. Vehicle-based food service vendors must ensure on-site or adjacent restroom facility access for employees. Such facilities shall supply running hot and cold water. Vehicle-based food service vendors are not authorized to locate at any site where such facilities are unavailable.

F. Equipment and outdoor seating. Outdoor seating and equipment is permitted; provided that the placement of any outdoor seating or equipment shall not be placed in

a manner so as to reduce the amount of available off-street parking below the minimum off-street parking required for the site in accordance with RMC 23.54.

G. City-owned and operated facilities. Vehicle-based food service vendors may, with City's permission, operate as a concessionaire on publically owned and operated facilities per RMC 23.42.051.

H. Cleanliness and waste disposal. Vehicle-based food service vendors shall maintain the area in and around the vehicle, keep the area free from litter and waste, and shall supply a suitable container for waste collection. Vehicle-based food service vendors are responsible for the proper collection and disposal of on-site litter and waste.

I. Traffic. Vehicle-based food service vendors must ensure free passage of pedestrians and vehicles, and shall not create congestion on public streets or pathways. Vehicles shall not be located within 25 feet of a driveway or intersection.

J. When permitted in a C-1 neighborhood retail district, vehicle-based food service vendors shall not operate between 9:00 p.m. and 7:00 a.m.

Section 6. 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, Washington, 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: _____

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2017-106

PREPARED BY: RICK SIMON
MEETING DATE: OCTOBER 25, 2017

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND

REQUEST: TEXT AMENDMENTS TO ZONING CODE – ALLOWING VEHICLE
BASED FOOD SERVICE IN COMMERCIAL AND BUSINESS
ZONES

LOCATION: CITYWIDE

REASON FOR REQUEST:

Staff has brought forward a code amendment that would allow vehicle based food service in a variety of commercial and business zoning districts.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed zoning text amendments to allow vehicle based food services and submits that:

1. Under the City's existing zoning regulations, vehicle based food services are allowed only in the C-3 zoning district as an activity classified as "outdoor sales"; and in the Parks and Public Facilities district, as concessionaires licensed by the Parks and Facilities Department;
2. Vehicle based food services has become an economic development tool in many communities and has become a common use throughout the Tri-Cities;
3. Adding vehicle based food services to commercial areas and particularly to the Central Business District has the potential to add activity and vitality to a given location;
4. Providing for vehicle based food services within commercial areas would be in keeping with the City comprehensive plan goals that promote land uses that provide for a livable and vibrant community;
5. The proposed amendment would be consistent with the goal in the City's comprehensive plan that encourages economic development;

6. The proposed amendment would be consistent with the City's comprehensive plan goal of developing an attractive and vibrant Central Business District that displays the unique character of Richland.
7. The City's Economic Development Advisory Committee has initiated this code amendment, recognizing that the vehicle based food service provides an opportunity for startup enterprises in a highly competitive market at a low cost of entry;
8. The proposed standards governing the operation of vehicle based food services are adequate to ensure that the uses will operate in a fashion that is not detrimental to adjoining businesses and other land uses;
9. Based upon the above findings and conclusions, the adoption of the proposed amendments for vehicle based food service into the Richland Municipal Code is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2017-106) and recommend to the City Council adoption of the proposed zoning code amendment providing for vehicle based food service uses in a number of commercial and business zoning districts.

ATTACHMENTS

- A. Supplemental Information
- B. Draft Code

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code restricts food trucks to the C-3 General Business zone, where the use is allowed under the definition of outdoor sales and in public parks, where the use is allowed as a concessionaire, when permitted and licensed by the Parks and Recreation Department.

PROPOSED CODE AMENDMENTS

The proposal would amend four sections of the zoning code, including:

- A definition of vehicle based food service;
- A listing of vehicle based food service as a permitted use in the following commercial zones: C-1 Neighborhood Retail, C-2 Retail Business, C-3 General Business, CBD – Central Business District, and WF – Waterfront zones;
- A listing of vehicle based food service as a permitted use in the following business zones: B-C Business Commerce and B-RP Business Research Park zones;
- A new RMC Section 23.42.325 setting forth standards for the operation of vehicle based food service.

COMPREHENSIVE PLAN

The newly adopted Comprehensive Plan includes the following goal and policy statements that are applicable to this proposed code change:

Land Use Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Land Use Goal 4: Promote commercial and industrial growth that supports the City's economic development goals.

Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and professional services.

Land Use Goal 6: Develop an attractive and vibrant Central Business District that displays the unique character of Richland.

- Policy 1:** Revitalize declining commercial areas by promoting clean, safe and pedestrian and bicycle-friendly environments.
- Policy 3:** Encourage infill development and redevelopment in the Central Business District.

BACKGROUND

City Staff have observed an increase in the number of requests to permit vehicle based food vendors in and around the Central Business District. When staff receive these requests, they are only able to refer them to locate in C-3 General Business or to apply for a concessionaire permit. Concurrently, there are non-conforming food trucks located around the City, that by their transient nature, available staff time, and increasing patronage would be difficult to limit or enforce. If the City were to receive complaints, existing business would be subject to enforcement action.

Amending this regulation would enable existing businesses to become compliant, providing for the City to clearly articulate what is an existing 'grey area' in enforcement. Existing compliant businesses in the C-3 zoning district would not be affected by this amendment, and their existing enterprise would be considered a legal non-conformity; only required to be brought in to legal conformity if they voluntarily alter their existing business. Further, the allowance for concessionaires at City Parks and Public Facilities would be unaltered; this existing procedure for concessionaires is related to the production of events, and the associated requirements for the City to assure concessionaires have adequate liability insurance and legal authority to operate on City property.

The City's Business and Economic Development Staff brought this amendment forward to the City's Economic Development Committee to address the Committee's identified weaknesses and threats to the existing regulatory environment. Vehicle based food vendors were observed by the Committee as an opportunity area, and an industry that allows startup enterprises to get started in a highly competitive market at a low cost of entry. Further, staff desired to put forth a set of standards that address this growing business sector; reducing permitting and enforcement complexity while retaining standards to protect and enhance adjacent commercial activities.

SUMMARY

The proposed amendment to the City's zoning regulations would allow for food trucks to locate in a variety of commercial zones with appropriate operating standards in place to ensure that the use would be beneficial to the City.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 53-17, Amending RMC Title 3: Finance, Chapter 3.24 Funds

Department:

Administrative Services

Ordinance/Resolution Number:

53-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 53-17, amending Richland Municipal Code Title 3: Finance, Chapter 3.24: Funds.

Summary:

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

Ordinance 53-17 includes a new fund establishing the Transportation Benefit District to account for the additional vehicle license fees to be used for the City's pavement preservation program and the Duportail Bridge.

Staff recommends approval of Ordinance No. 53-17 for first reading.

Fiscal Impact:

No

Attachments:

- I. Ordinance No. 53-17

ORDINANCE NO. 53-17

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 3: Finance, establishing a new fund.

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

WHEREAS, a new fund shall be established for the Transportation Benefit District Fund to account for additional vehicle license fees to be used for the City's pavement preservation program and the Duportail Bridge.

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

Section 1. Chapter 3.24 of the Richland Municipal Code, as enacted by Ordinance No. 6, and last amended by Ordinance No. 65-16, is hereby amended to read as follows:

Chapter 3.24 FUNDS¹

Sections:

- 3.24.010 General fund – Created.
- 3.24.020 General fund – Use.
- 3.24.030 Central stores fund – Created.
- 3.24.040 Central stores fund – Administration.
- 3.24.050 Central stores fund – Supplies and materials.
- 3.24.060 Central stores fund – Financial control.
- 3.24.070 Central stores fund – Purchases.
- 3.24.080 Central stores fund – Expenditures.
- 3.24.090 Central stores fund – Working capital.
- 3.24.100 Central stores fund – Deposits.
- 3.24.110 *Repealed.*
- 3.24.120 *Repealed.*
- 3.24.130 *Repealed.*
- 3.24.140 *Repealed.*
- 3.24.150 Park reserve fund – Created.
- 3.24.160 Park reserve fund – Use.
- 3.24.170 Park reserve fund accounts.
- 3.24.180 *Repealed.*
- 3.24.190 Utility bill clearing fund – Created.
- 3.24.200 Utility bill clearing fund – Transfers.
- 3.24.210 Utility bill clearing fund – Administration.
- 3.24.220 Utility bill clearing fund – Transition.
- 3.24.230 Utility bill clearing fund – Working capital.

3.24.240 Electric utility fund – Created.
 3.24.250 Equipment maintenance fund – Created.
 3.24.260 Equipment replacement fund – Created.
 3.24.270 Equipment funds – Administration.
 3.24.280 Equipment replacement fund – Equipment included.
 3.24.290 Equipment replacement fund – Equipment use charges.
 3.24.300 Equipment funds – Financial control.
 3.24.310 Equipment funds – Purchases.
 3.24.320 Equipment funds – Expenditures.
 3.24.330 Equipment funds – Deposits.
 3.24.340 Health care benefits plan fund.
 3.24.350 Post-employment health care plan fund.
 3.24.360 Police relief and pension fund – Created.
 3.24.370 Firemen’s pension fund – Created.
 3.24.380 Unemployment fund.
 3.24.390 Workers compensation fund.
 3.24.400 Salary clearing fund – Created.
 3.24.410 Salary clearing fund – Transfers.
 3.24.420 Salary clearing fund – Payments.
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 3.24.460 Water utility fund – Created.
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 3.24.500 Industrial development fund – Created.
 3.24.510 Industrial development fund – Use.
 3.24.520 *Repealed.*
 3.24.530 Public works administration and engineering fund.
 3.24.540 Community development block grant program fund – Created – Use.
 3.24.550 Downtown business improvement district fund – Created.
 3.24.560 Downtown business improvement district fund – Distributions.
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 3.24.580 Capital improvement fund – Created.
 3.24.590 Capital improvement fund – Use.
 3.24.600 Criminal justice fund.
 3.24.610 Southeast communications center fund.
 3.24.620 Hotel/motel fund.
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 3.24.650 Golf course fund.
 3.24.660 Medical service fund.
 3.24.670 Emergency management fund.
 3.24.680 *Repealed.*
 3.24.690 LTGO bonds debt service fund.

3.24.700 Library debt service fund.
 3.24.710 Police station debt service fund.
 3.24.720 Richland Community Center debt service fund.
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 3.24.930 Uptown business improvement district fund – Distributions.
 3.24.940 Uptown business improvement district fund – Administration.
 3.24.950 *Repealed.*
 3.24.960 Fire station 74 debt service fund – Created.
 3.24.970 BCES operations fund – Created.
 3.24.980 Utility deposit fund – Created.
 3.24.990 Microwave fund – Created.
[3.24.991 Transportation benefit district fund – Created.](#)

3.24.010 General fund – Created.

There is created the general fund into which shall be placed all monies received by the city unless otherwise provided for.

3.24.020 General fund – Use.

The general fund shall be used to pay all warrants drawn for payment of claims and demands against the city unless otherwise provided for.

3.24.030 Central stores fund – Created.

There is hereby created the central stores fund to be used as a revolving fund to be expended for the purchase of supplies and materials of kinds which are commonly used by more than one department of the city and for supplies, equipment and salaries required for the administration of the fund.

3.24.040 Central stores fund – Administration.

The central stores fund shall be administered by the department of administrative services.

3.24.050 Central stores fund – Supplies and materials.

Each department shall pay into the central stores fund monthly an amount equal to the cost of supplies and materials requisitioned by it from the central stores fund, including a proportionate share of the cost of administering the fund.

3.24.060 Central stores fund – Financial control.

The finance director shall keep such books, accounts and records as are necessary to control and report the financial operations of the central stores fund.

3.24.070 Central stores fund – Purchases.

All purchases made from said fund shall be governed by the Charter and ordinances of the city relating to purchasing.

3.24.080 Central stores fund – Expenditures.

Any withdrawals or expenditures from said fund shall be made only upon approved payrolls and vouchers in the city.

3.24.090 Central stores fund – Working capital.

The city council may from time to time appropriate money from the general fund to central stores fund to provide adequate capital to enable it to discharge its function.

3.24.100 Central stores fund – Deposits.

All monies deposited in said central stores fund and not expended as provided herein shall remain in said fund from year to year and shall not be transferred to any other fund or expended for any purpose whatsoever, except as is herein provided; provided, however, any monies in the fund not needed therein may from time to time be transferred by appropriate action of the council of the city of Richland to the general fund of the city of Richland.

3.24.110 Claims clearing fund – Created.

Repealed by Ord. 65-16.

3.24.120 Claims clearing fund – Transfers.

Repealed by Ord. 65-16.

3.24.130 Claims clearing fund – Payments.

Repealed by Ord. 65-16.

3.24.140 Claims clearing fund – issuance of warrants.

Repealed by Ord. 65-16.

3.24.150 Park reserve fund – Created.

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

to public parks, playgrounds, and trails, and other recreational purposes. The council may by resolution otherwise designate such funds as may from time to time be received from the sale of nonindustrial lands to the park reserve fund.

3.24.160 Park reserve fund – Use.

The park reserve fund for public open spaces shall be used to acquire (by purchase or condemnation) and develop public open spaces devoted to public parks, playgrounds, trails, and recreation facilities. The monies in the fund shall be allowed to accumulate from year to year until the city council shall determine to expend all or a part of the monies in the fund for the specified purpose.

3.24.170 Park reserve fund accounts.

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

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

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

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

D. Proceeds from any leases of or on park property or sale of park property shall be placed in the undesignated park account. Monies received from fees upon new development shall be credited to the park zone account in which the plat or subdivision from which the fees are received is located.

3.24.180 Library fund.

Repealed by Ord. 34-14.

3.24.190 Utility bill clearing fund – Created.

There is hereby created a fund, known and designated as the utility bill clearing fund, into which shall be paid all sums received from the sale of water, electricity, wastewater, solid waste, stormwater and medical services and for any other public utility service furnished by the city.

3.24.200 Utility bill clearing fund – Transfers.

On the first regular business day of each month, the finance director is authorized, empowered and directed to transfer from the utility bill clearing fund to each of the utility departments the total amount billed during the preceding month for services rendered for water, electricity, wastewater, solid waste disposal and collection, stormwater and medical services for each such department. Appropriate adjustments shall be made to reflect bills uncollected.

3.24.210 Utility bill clearing fund – Administration.

The finance director shall keep a full and careful record of receipts and transfers with respect to each utility department. No warrants shall be issued against the utility bill clearing fund. The fund shall be used only to facilitate the billing and collection of utility accounts.

3.24.220 Utility bill clearing fund – Transition.

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

3.24.230 Utility bill clearing fund – Working capital.

The city council may appropriate from the general fund for the utility bill clearing fund from time to time such amounts as are reasonably necessary to enable the fund to function as a revolving fund. Any amount so appropriated as is excess to the needs of the utility clearing fund shall be returned to the general fund.

3.24.240 Electric utility fund – Created.

All revenues collected by the city from sale of electric energy or for services rendered by the department under the provisions of this code shall be deposited in the treasury of the city in a separate account to be known as the electric fund. All warrants for purchase of electric energy, for salaries, materials, supplies, equipment, and repairs relating to sale of electric energy by the city shall be paid out of such fund.

3.24.250 Equipment maintenance fund – Created.

There is hereby created the equipment maintenance fund to be used as a revolving fund to be expended for salaries, wages and operations required for the repair, maintenance and operation of equipment and the purchase of equipment, materials and supplies to be used in the administration and operation of the fund.

3.24.260 Equipment replacement fund – Created.

There is hereby created the equipment replacement fund to be used as a revolving fund to be expended for the purchase of new equipment and for replacement of existing equipment.

3.24.270 Equipment funds – Administration.

The equipment maintenance fund and the equipment replacement fund shall be administered by the administrative services department.

3.24.280 Equipment replacement fund – Equipment included.

All trucks, passenger cars and equipment belonging to the city may be in an equipment replacement fund operated by the administrative services department within said funds.

3.24.290 Equipment replacement fund – Equipment use charges.

Each department shall pay into the equipment replacement fund monthly a charge for replacement based on the estimated useful life of the equipment and for the purchase of new equipment subject to budgetary availability.

3.24.300 Equipment funds – Financial control.

The finance director shall keep such books, accounts and records as are necessary to control and report the financial operations of the equipment maintenance fund and the equipment replacement fund.

3.24.310 Equipment funds – Purchases.

All purchases made from said funds shall be governed by the Charter and ordinances of the city relating to purchasing.

3.24.320 Equipment funds – Expenditures.

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

3.24.330 Equipment funds – Deposits.

All monies deposited in the equipment maintenance fund and in the equipment replacement fund, including amounts included therefor in the annual budget of the city, and not expended as in this code provided, shall remain in the respective funds from year to year and shall not be transferred to any other fund or expended for any purpose whatsoever, except as in this code provided; provided, however, that any money in the equipment replacement fund not needed therein may from time to time be transferred by appropriate action of the city council to the appropriate funds of the city.

3.24.340 Health care benefits plan fund.

There is created a health care benefits plan fund into which shall be placed health, vision, disability and dental insurance premiums and reserves, and such other funds as may be available therefor, and from which shall be paid all health, dental and vision insurance claims, administrative costs, wellness program costs and expenses deemed appropriate by the city council.

3.24.350 Post-employment health care plan fund.

There is hereby created a post-employment health care plan fund into which shall be placed health insurance premiums paid by retirees and payments by the city on behalf of current and future retirees for the purpose of paying health care insurance premiums for eligible retirees.

3.24.360 Police relief and pension fund – Created.

There is hereby created and established a police relief and pension fund into which shall be placed such monies as required or authorized by Chapter 41.20 RCW, and which shall be used as required or authorized by that chapter.

3.24.370 Firemen's pension fund – Created.

There is hereby created and established a firemen's pension fund into which shall be placed such monies as required or authorized by Chapters 41.16 and 41.18 RCW, and which shall be used as required or authorized by those chapters.

3.24.380 Unemployment fund.

There is created an unemployment fund into which shall be placed funds appropriated in the city budget for such purpose and such other funds as may be available therefor, and from which shall be paid all unemployment compensation claims and administrative costs.

3.24.390 Workers compensation fund.

There is created a workers compensation fund into which shall be placed such monies as shall from time to time be appropriated or budgeted in amounts sufficient in the determination of the finance director to pay estimated uninsured losses resulting from claims against the city and from which shall be paid such amounts as shall be required for the payment of such uninsured losses. Monies shall also be used to pay for assessments from the state, excess loss premiums and preventive education programs and expenses deemed appropriate by the city council, provided reserves are adequately funded.

3.24.400 Salary clearing fund – Created.

There is hereby created a fund, known and designated as the salary clearing fund, into which shall be paid and transferred from the various departments and offices an amount of money equal to the various salaries, wages and other compensations due city employees.

3.24.410 Salary clearing fund – Transfers.

On the last day of each and every month, the finance director is hereby authorized, empowered and directed to transfer from the funds of the various departments and offices to the salary clearing fund sufficient funds to pay the salaries, wages and other compensations of the employees of the various departments and offices of the city for that month.

3.24.420 Salary clearing fund – Payments.

The salary clearing fund shall be used and payments therefrom shall be made only for the purpose of paying and compensating employees of the city for services rendered, and paying employee deductions to those persons, agencies, organizations and funds entitled to such payments.

3.24.430 Salary clearing fund – Issuance of warrants.

The finance director is hereby authorized, empowered and directed to issue warrants on and against said fund for payments authorized by RMC 3.24.410. Said warrants shall be issued only after there has been filed with the finance director properly certified payrolls, due bills, or time certificates stating the nature of the services rendered, the amount due or owing and the persons entitled thereto. All warrants issued on or against said fund shall be solely and only for the purpose herein set forth and shall be payable only out of and from said fund. Each warrant issued under the provisions of this section shall have printed upon its face the words "Salary Clearing Fund."

3.24.440 City streets fund – Created.

There is hereby created a city streets fund into which shall be placed motor vehicle license fees, gas tax and all other state and city revenue and monies intended to be used for highway or street purposes.

3.24.450 City streets fund – Use.

The city streets fund shall be used to pay all warrants drawn for the payment of salaries and wages, material, supplies, equipment, purchase or condemnation of right-of-way, engineering or any other purpose in connection with construction, alteration, repair, improvement, or maintenance of any city street or bridge, or viaduct or underpass along, upon or across such streets. Such expenditures may be made either independently or in conjunction with any federal, state or county funds.

3.24.460 Water utility fund – Created.

There is created in the treasury of the city a special fund to be known as the water utility fund. Any and all revenues received from charges for services rendered by the department shall be credited to said fund, and all warrants for salaries, material, supplies and equipment and repair of the water system shall be paid out of such fund. Approved construction projects for the water utility will be paid from this fund.

3.24.470 Wastewater utility fund – Created.

There is created in the treasury of the city a special fund to be known as the wastewater utility fund. Any and all revenues received from the sale of byproducts of the wastewater treatment plant, or from any other source for rental, use or services rendered by the municipal wastewater system shall be credited to the fund; and all warrants for salaries, materials, supplies and equipment and repair of the municipal wastewater system shall be paid out of such fund. Approved construction projects for the wastewater utility will be paid from this fund.

3.24.480 Solid waste utility fund – Created.

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

3.24.490 Stormwater utility fund.

There is hereby created a fund, known and designated as the stormwater utility fund, into which shall be deposited various monies received by the city of Richland for stormwater utility charges as set forth in RMC Title 16. This revenue and such other revenues as may be available to the stormwater utility fund will be used to pay the expenses of the stormwater utility program as set forth in RMC Title 16. Approved construction projects for the stormwater utility will be paid from this fund.

3.24.500 Industrial development fund – Created.

There is created an industrial development fund into which shall be placed the proceeds from the sale of city real property.

3.24.510 Industrial development fund – Use.

The industrial development fund shall be used for purposes of industrial development. The proceeds from the sale of city real property shall accumulate for the purchase and

construction of major capital improvements, including financial support for industrial development activities. Use of this fund shall be approved by the city council prior to its expenditure. The net receipts from the sale of city-owned property shall be deposited into this fund; however, if the sold property had been park land, such receipts shall be deposited in the park reserve fund. The receipts deposited shall then reimburse the various utility and all other pertinent accounts for contributed infrastructure, land acquisition costs and promotional expenses as the ratio of various funds' investment bear to the total investment in the parcel as a whole. Such reimbursement shall be limited to the respective funds' total investment in the subject parcel. Such reimbursement procedure shall be further described in the administrative policies.

3.24.520 I-Net fund.

Repealed by Ord. 34-14.

3.24.530 Public works administration and engineering fund.

There is hereby created a fund, known and designated as the public works administration and engineering fund, into which shall be deposited various monies received by the city for the engineering projects, administrative and engineering services charges from other funds and such other funds as may be available therefor, for the expenses related to the public works administration and engineering fund and from which shall be paid the expenses for the public works administration and engineering fund.

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

There is hereby created a fund, known and designated as the community development block grant program fund, into which shall be paid various federal or state monies received by the city of Richland for community development programs such as the 1974 Housing and Urban Development Title 1 program. Appropriations from the fund may be made by the city council of Richland for projects as approved by them. Warrants may be drawn upon the fund for purposes as provided in this section and to the extent that funds are available.

3.24.550 Downtown business improvement district fund – Created.

There is hereby created a fund, known and designated as the downtown business improvement district fund (DBID), into which shall be paid all DBID revenues from special assessments levied under the authority of Chapter 35.87A RCW, gifts and donations for the DBID fund, monies for expenditures made and reimbursements due to the DBID fund, and interest and all other income from the investment of deposits according to established city procedures and policies.

3.24.560 Downtown business improvement district fund – Distributions.

On the first regular business day of each month, the finance director is authorized, empowered and directed to distribute from the DBID fund the total amount of special assessments collected for the district under RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding month.

3.24.570 Downtown business improvement district fund – Administration.

The finance director shall keep a full and careful record of receipts and distributions with respect to each district within the downtown business improvement district fund.

3.24.580 Capital improvement fund – Created.

There is created a special accounting fund to be known as the “capital improvement fund” into which fund there shall be placed all proceeds received from the county treasurer from the city of Richland one-half of one percent real estate excise tax (REET).

3.24.590 Capital improvement fund – Use.

This capital improvement fund which includes the one-half of one percent real estate tax shall be used only for local improvements, including those listed in RCW 35.43.040, and for capital projects defined by RCW 82.46.010(6).

3.24.600 Criminal justice fund.

There is hereby created a special accounting fund to be known as the criminal justice fund into which there shall be placed all monies received from the state of Washington for criminal justice. Monies are intended to be used for funding activities relating to the enforcement and administration of the criminal law.

3.24.610 Southeast communications center fund.

There is hereby created a special accounting fund to be known as the Southeast communications center fund into which there shall be placed all proceeds received for emergency dispatch services and various monies received by the city of Richland for emergency dispatch services and such other funds as may be available therefor for expenses related to emergency dispatch services and from which shall be paid the expenses of emergency dispatch services.

3.24.620 Hotel/motel fund.

There is hereby created a special accounting fund to be known as the hotel/motel fund into which there shall be placed all monies received from the state of Washington for excise tax on lodging. Monies are intended to be used for activities, operations and expenditures designed to increase tourism and for acquisition and/or operation of tourism-related facilities.

3.24.630 Special lodging assessment fund.

There is hereby created a special accounting fund to be known as the special lodging assessment fund into which there shall be placed all monies received from the state of Washington for the levy of a special assessment tax on lodging. Monies are distributed to a third party facilitator for the tourism promotion area, to be used for projects that promote tourism and convention business in the city.

3.24.640 HOME fund.

There is hereby created a fund, known and designated as the HOME fund, into which shall be deposited various monies received by the city of Richland for the HOME program and such other funds as may be available therefor for the expenses related to the HOME program and from which shall be paid the expenses of the HOME program.

3.24.650 Golf course fund.

There is hereby created a fund, known and designated as the golf course fund, into which shall be deposited various monies received from charges for golf course services rendered by the city of Richland and such other funds as may be available therefor for

the expenses related to the golf course fund and from which shall be paid the expenses of golf course services.

3.24.660 Medical service fund.

There is hereby created a fund, known and designated as the medical service fund, into which shall be deposited various monies received from ambulance household charges and ambulance services rendered by the city of Richland and such other funds as may be available therefor for the expenses related to the medical service fund and from which shall be paid the expenses of medical services.

3.24.670 Emergency management fund.

There is hereby created a fund, known and designated as the emergency management fund, into which shall be deposited various monies received by the city of Richland for emergency management services and such other funds as may be available therefor for expenses related to the emergency management services and from which shall be paid the expenses of emergency management services.

3.24.680 Fire and swim refunding debt service fund.

Repealed by Ord. 36-12.

3.24.690 LTGO bonds debt service fund.

There is hereby created a fund, known and designated as the LTGO bonds debt service fund, into which shall be deposited various monies received by the city of Richland for payments of debt service on certain limited tax general obligation bonds.

3.24.700 Library debt service fund.

There is hereby created a fund, known and designated as the library debt service fund, into which shall be deposited monies received by the city of Richland from property taxes for the debt service payments on the 2007 unlimited tax general obligation bonds, issued to pay for the construction of improvements and expansion of the Richland library.

3.24.710 Police station debt service fund.

There is hereby created a fund, known and designated as the police station debt service fund, into which shall be deposited various monies received by the city of Richland from property taxes for the debt service payments on the 1999 unlimited tax general obligation bonds, issued to pay for construction of the Richland police station.

3.24.720 Richland Community Center debt service fund.

There is hereby created a fund, known and designated as the Richland Community Center debt service fund, into which shall be deposited various monies received by the city of Richland from property taxes for the debt service payments on the 2000 unlimited tax general obligation bonds, issued to pay for construction of the Richland Community Center.

3.24.730 LRF debt service fund.

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

(RAISE) . Funds will be used to pay the debt service on general obligation bonds issued to pay for infrastructure improvements in the RAISE area.

3.24.740 LID guaranty debt service fund.

There is hereby created a fund, known and designated as the LID guaranty debt service fund. The purpose of the LID guaranty fund is to guarantee payment of local improvement bonds and obligations issued to pay for local improvements ordered in the city. Pursuant to RCW 35.54.095, the fund maintains a reserve of 10 percent of the outstanding obligations of the special assessment LID debt service fund. Monies received from the sale of LID foreclosure property and special guaranty fund assessments are accounted for in this fund.

3.24.750 Special assessment LID debt service fund.

There is hereby created a special accounting fund to be known as the special assessment LID debt service fund. The purpose of the special assessment LID debt service fund is to account for monies received for annual LID assessments and the payment of LID bonds and loans issued to fund the construction of local improvement districts.

3.24.760 PFD facility contingency fund – Created.

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

3.24.770 Richland public facilities district fund.

There is hereby created a fund known and designated as the Richland public facilities district fund into which shall be deposited a local sales tax of up to 0.0333 percent which would be a credit against the state sales tax and various monies received by the city of Richland for the Richland public facilities district fund, and such other funds as may be available therefor, for the expenses related to the Richland public facilities district and from which shall be paid the expenses for the Richland public facilities district.

3.24.780 Park project construction fund.

There is hereby created a fund, known and designated as the park project construction fund, into which shall be deposited various monies received from grants and other financing sources related to the park project construction fund, and such other funds as may be available therefor, for the expenses related to the park project construction fund and from which shall be paid the expenses for park project construction.

3.24.790 Columbia Point master association fund.

There is hereby created a fund, known and designated as the Columbia Point master association fund, into which shall be deposited various monies received from the owner of each tract of Columbia Point including the city of Richland for such purpose, and other such funds as may be available therefor, and from which shall be paid expenses for the Columbia Point master association and other related costs.

3.24.800 800 MHz project fund.

There is hereby created a fund, known and designated as the 800 MHz project fund, into which shall be deposited various monies received by the city of Richland for the 800 MHz project fund, and such other funds as may be available therefor, for the expenses related to the 800 MHz project and from which shall be paid the expenses for the 800 MHz project.

3.24.810 General government construction fund.

There is hereby created a fund, known and designated as the general government construction fund, into which shall be deposited monies from various sources including grants, loans or bonds and other funds as may be available therefor for the expenses related to general government construction projects.

3.24.820 Streets capital construction fund – Created.

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

3.24.830 Fire station 74 construction fund – Created.

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

3.24.840 Hanford Reach Interpretive Center fund.

There is hereby created a fund, known and designated as the Hanford Reach Interpretive Center fund, into which shall be deposited various monies received from bonds, grants, donations and other financing sources related to the creation of the Hanford Reach Interpretive Center facility. The Hanford Reach Interpretive Center fund accounts for infrastructure and construction costs associated with the project, which is owned and supported by the Richland Public Facility District.

3.24.890 Broadband fund – Created.

There is hereby created in the treasury of the city a special fund to be known as the broadband fund. Any and all revenues received from the sale of services of the broadband system, or from any other source for rental, use or services rendered by the municipal broadband system, shall be credited to the fund; and all expenditures for salaries, materials, supplies and equipment and repair of the municipal broadband system shall be paid out of such fund. Approved construction projects for the broadband system will be paid from this fund.

3.24.900 Criminal justice sales tax fund – Created.

There is hereby created a special accounting fund to be known as the criminal justice sales tax fund into which there shall be placed all monies received from the state of Washington for a special criminal justice sales tax of three-tenths of one percent effective January 1, 2015. The tax was approved by Benton County voters in August of 2014 and

will sunset after 10 years. Monies are intended to be used for funding activities relating to the enforcement and administration of the criminal law.

3.24.910 Special assessment construction fund.

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

3.24.920 Uptown business improvement district fund – Created.

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

3.24.930 Uptown business improvement district fund – Distributions.

On the first regular business day of each month, the finance director is authorized, empowered and directed to distribute from the UBID fund the total amount of special assessments collected for the district under RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding month.

3.24.940 Uptown business improvement district fund – Administration.

The finance director shall keep a full and careful record of receipts and distributions with respect to the uptown business improvement district fund.

3.24.950 Wine Science Center PDA fund – Created.

Repealed by Ord. 65-16.

3.24.960 Fire station 74 debt service fund – Created.

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

3.24.970 BCES operations fund - Created.

There is hereby created a fund, known and designated as the BCES Operations Fund, which shall account for the salaries and benefits costs of City employees who operate the Benton County Emergency Services (BCES). The City's costs are reimbursed through an operating contract agreement with BCES.

3.24.980 Utility deposit fund – Created.

There is hereby created a fund known and designated as the utility deposit fund into which shall be deposited various monies received by the city of Richland for utility service deposits paid by users of the city's utility services as defined by RMC 3.26.010.

3.24.990 Microwave fund – Created.

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

3.24.991 Transportation Benefit District fund – Created.

There is hereby created a fund, known and designated as the Transportation Benefit District fund, into which there shall be deposited various monies received by the city of Richland for additional vehicle license fees to be used only for the City's pavement preservation program and the Duportail Bridge as allowed by RMC 35.21.225 and RMC 36.73.

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

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

PASSED by the City Council of the City of Richland, Washington, 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: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 54-17, Authorizing a Fiber Optic Franchise Agreement and Master Permit with WA-CLEC LLC, dba Crown Castle

Department:
Public Works

Ordinance/Resolution Number:
54-17

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 54-17, granting a ten-year fiber optic franchise agreement and master permit to WA-CLEC LLC, dba Crown Castle.

Summary:

An application was received from WA-CLEC LLC, doing business as Crown Castle, for a non-exclusive franchise to construct, install, operate, maintain, repair, or remove fiber optic facilities within the public right-of-way to provide telecommunications service within the City of Richland.

The application meets the requirements of Richland Municipal Code Title 28, and staff finds that the franchise terms and conditions contained in the ordinance are in the public interest. In addition, there is a pending opportunity to partner with Crown Castle to advance the City's fiber optic facilities. This item is presented for Council consideration as Resolution No. 212-17 on tonight's agenda.

As required by Richland Municipal Code Title 28, a public hearing was held at tonight's City Council meeting. Unless new information is made available at the public hearing, staff recommends approval of Ordinance No. 54-17 for first reading.

Fiscal Impact: The RMC requires payment of a \$500 franchise processing fee to defray the City's costs. The proposed agreement will not produce any ongoing revenue to the City nor impose operating costs.

Attachments:

1. Ordinance No. 54-17
2. Master Permit with WA-CLEC, LLC

ORDINANCE NO. 54-17

AN ORDINANCE OF THE CITY OF RICHLAND
granting a non-exclusive franchise to construct, install,
operate, maintain, repair, or remove fiber optic cables within
the public ways of the City of Richland.

WHEREAS, Richland was incorporated as a city of the first class on December 10, 1958; and

WHEREAS, Article 11, Section 11 of the Washington State Constitution provides that the City of Richland “may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”; and

WHEREAS, the Richland City Council, as provided in RCW 35.22.570, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, which may be exercised in regard to the regulation or use of public ways and property of all kinds and improvements thereto; and

WHEREAS, the City of Richland, a Washington first-class charter city, by Section 2.07(F) of its Charter, has granted to the City Council the authority to grant franchises by ordinance; and

WHEREAS, WA – CLEC LLC, a Delaware limited liability company (hereinafter referred to as “Franchisee”) has applied to the City of Richland, Washington for a non-exclusive franchise to enter, occupy, and use public ways to construct, install, operate, maintain, and repair fiber optic facilities to offer and provide telecommunications service for hire, sale, or resale in the City of Richland; and

WHEREAS, the 1934 Communications Act, as amended by the 1996 Telecommunications Act, 47 USC § 151, et seq., relating to telecommunications providers recognizes and provides state and local governments with authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis; and

WHEREAS, Washington’s Telecommunications Services Act, codified as Chapter 35.99 RCW, relating to telecommunications providers recognizes and provides Washington cities with authority to require franchises and use permits for constructing, installing, operating, maintaining, repairing, or removing telecommunication facilities in public rights-of-way; and

WHEREAS, a franchise is a legislatively approved master permit, as defined in Chapter 35.99 RCW and Richland Municipal Code (RMC) Title 28, granting general permission to a service provider to enter, use, and occupy the public ways for the

purpose of locating facilities subject to requirements that a franchisee must also obtain separate use permits from the City for use of each and every specific location in the public ways in which the franchisee intends to construct, install, operate, maintain, repair or remove identified facilities; and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, no ordinance shall be finally passed unless it is approved by a majority of all members of Council, nor shall any ordinance relating to a franchise be finally passed less than six days following its introduction and first reading, and every ordinance granting a franchise shall become effective at the expiration of thirty days following its first publication, or on any day thereafter fixed by Council; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest.

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

Section 1. Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the Richland Municipal Code, Title 28 or elsewhere, unless inconsistent herewith.

"Cable Television Service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

"Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

"Dark Fiber" means properly functioning optical cable which is not used or available for use by Franchisee or the general public.

"Effective Date" means the thirty-first day following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

"Existing" means in actual physical being upon the effective date of this Franchise.

"Governmental Use" means use by the City, State, or agencies or departments of the United States for the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means both internally and externally within or between their various agencies, departments, and divisions.

"Incremental Costs" means the actual and necessary costs incurred which exceed costs which would have otherwise been incurred. Incremental costs shall not include any part, portion, or pro-ration of costs, of any kind whatsoever, including without limitation overhead or labor costs, which would have otherwise been incurred.

"Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

"Optical Cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

"Public Street" means any highway, street, alley or other public right of way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to such purposes.

"Street Tree" means any tree located in, or that portion over-hanging, any public way and any tree planted on private property near a public way at the direction of the City.

"Underground Facilities" means facilities located under the surface of the ground, other than underground foundations or supports for overhead facilities.

"Utility Poles" means poles, and crossarms, devices, and attachments directly affixed to such poles which are used for the transmission and distribution of electrical energy, signals, or other methods of communication.

"Wireless Communications Facilities" means the site, wireless communications support structures, antennas, accessory equipment structures, and appurtenances used to transmit, receive, distribute, provide or offer personal wireless communications services. Wireless communications facilities include, but are not limited to antennas, poles, towers, cables, wires, conduits, ducts, pedestals, vaults, buildings, and electronic switching equipment.

Section 2. Franchise.

- A. The City grants to Franchisee, subject to the terms and conditions of this Franchise, a non-exclusive franchise and master permit to enter, occupy, and use public ways shown in Exhibit A for constructing, installing, operating, maintaining, repairing, and removing wired facilities necessary to provide telecommunications services. Except as expressly provided otherwise in

subsections 4(E)(1)-(4) and 17(A) and (B), and 18(B), Franchisee shall construct, install, operate, maintain, repair, and remove its facilities at its expense.

- B. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing, or removing wireless communication facilities.
- C. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use City property.
- D. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.
- E. Nothing in this Franchise excuses Franchisee of its obligation to identify its facilities and proposed facilities and their location or proposed location in the public ways and to obtain use and/or development authorization and permits from the City before entering, occupying, or using public ways to construct, install, operate, maintain, repair, or remove such facilities.
- F. Nothing in this Franchise excuses Franchisee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.
- G. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed charges or fees.
- H. Nothing in this Franchise grants authority to Franchisee to impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.
- I. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of facilities or to modify public ways to accommodate Franchisee's facilities.
- J. Nothing in this Franchise grants authority to Franchisee to provide or offer cable television service.

- K. Franchisee may use the wired facilities authorized by this Franchise for the transmission of information used to provide personal wireless services only as expressly provided in this Franchise.
- L. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third party user of Franchisee's facilities or to otherwise recognize or create third party beneficiaries to this Franchise.
- M. Nothing in this Franchise shall be construed to permit Franchisee to unlawfully enter or construct improvements upon the property or premises of another.
- N. Nothing in this Franchise authorizes Franchisee to enter or construct improvements on, in, under, over, across, or within any property or right-of-way of any third party without that party's permission.

Section 3. Term. Authorization granted under this Franchise shall be for a period of ten (10) years from the effective date of this Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date and shall remain in effect for ten (10) years thereafter. This shall be referred to as the primary term. The Franchise will automatically renew for successive periods of five (5) years (successive terms) each unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

- A. If the City gives notice of its intent to cancel this Franchise, City staff shall make a written recommendation to the Richland City Council to cancel the Franchise in whole or in part no later than 60 days before the end of the then-current term. City staff's recommendation shall be provided to the Franchisee at the time it is provided to the City Council. No later than thirty (30) days before the end of the then-current term, the City Council shall conduct a public hearing and make a decision. If the City Council decides to cancel the Franchise, a written determination shall include the reason(s) for cancellation. The City Council may continue consideration of the request for a period not to exceed thirty (30) days. The decision to cancel the Franchise shall be based upon the following standards:
 - (1) The continuing capacity of the public ways to accommodate the Franchisee's existing facilities;
 - (2) Franchisee's compliance with the requirements of the Franchise Agreement;
 - (3) Applicable federal, state and local telecommunications laws, rules and policies; and
 - (4) Such other factors as may demonstrate that the continued grant to use the public ways will serve the community interest.

Section 4. Location of Facilities.

- A. Franchisee must place its facilities underground except as otherwise expressly provided herein. Subject to the terms and conditions of this Franchise, Franchisee may place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities if approved by the owner of the utility poles. All other facilities, including, without limitation, facilities required to operate or maintain such optical cable and optical cable housing, and splicing connections must be underground facilities if they are located in a public way.
- B. Franchisee's facilities shall not unreasonably interfere with the use of public ways or City property by the City, the general public, or other persons authorized to enter, occupy, or use public ways or City property. Whenever new facilities will exhaust the capacity of a public way to reasonably accommodate future users or facilities, the Franchisee shall provide nondiscriminatory access to its facilities to future users and facilities.
- C. Franchisee shall not impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.
- D. Franchisee shall provide the City with information in such form requested by the City which accurately reflects the horizontal and vertical location and configuration of all of Franchisee's facilities. Franchisee shall provide the City with updated information annually or upon request by the City.
- E. Franchisee shall relocate its facilities at the request of the City when there is construction, alteration, repair or improvement of a public way. Franchisee shall complete the relocation by the date specified by the City, unless the City, or a reviewing court, establishes a later date for completion, after a showing by Franchisee that the relocation cannot be completed by the dates specified using best efforts and meeting safety and service requirements. Franchisee shall relocate its facilities at its expense except:
 - (1) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.
 - (2) Where the Franchisee has an ownership share of the existing utility poles upon which its optical cable and optical cable housing is located as overhead facilities, the additional incremental cost of underground to aerial relocation, or as provided for in an approved tariff if less, will be paid by the City if it required the underground relocation.
 - (3) Where the City requests relocation of underground facilities solely for aesthetic purposes, the cost of relocation shall be paid by the City; provided, however, in no event shall a request by the City to relocate

overhead facilities to underground be considered to be made for aesthetic purposes. Franchisee is authorized to place optical cable and optical cable housing on existing utility poles as overhead facilities only as an exception to pre-existing City policies which require undergrounding, and the cost of relocating overhead facilities to underground shall be paid by the Franchisee except as provided in Section 4(E)(2).

- (4) Where the construction, alteration, repair or improvement of a public way is primarily for private benefit, the Franchisee may seek reimbursement from the private party or parties for the cost of relocation in the same proportion as their contribution to the costs of the project; provided, however, in no event shall the City be considered a private party for purposes of seeking reimbursement under this section.

- F. Franchisee shall relocate its facilities at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

Section 5. Pole, Structures and Property Owned by Others. Franchisee must obtain written approval from the owners of utility poles, structures and property not owned by Franchisee prior to attaching to or otherwise using such poles, structures or property, and provide proof of such approval to the City. In the case where the City owns the utility poles or structures, the Franchisee shall comply with Title 14 of the Richland Municipal Code as preparation for a specific project plan and permit submittal. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of Franchisee's facilities. The City shall not be liable for the unavailability of utility poles, structures, and property owned by the City or third parties for any reason whatsoever. The installation of facilities by Franchisee on or in the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use public ways. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the public ways either expires, terminates, or is cancelled, the authority of Franchisee to construct, install, operate, maintain, and repair Franchisee's facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs for removal of facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use public ways for any reason whatsoever.

Section 6. Construction and Installation Requirements.

- A. The technical performance of the facilities must meet or exceed all applicable technical standards authorized or required by law, regardless of the transmission technology utilized. The City has the full authority permitted by applicable law to enforce compliance with these technical standards.
- B. All installations of facilities will be durable and installed in accordance with good engineering, construction, and installation practices.

- C. All facilities shall be constructed and installed in such manner and at such points so as not to inconvenience public use of the public ways or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City, except in instances in which deviation may be allowed by the City.
- D. The construction plans shall conform to all federal, state, local, and industry codes, rules, regulations, and standards. Franchisee must cease work immediately if the City determines that Franchisee is not in compliance with such codes, rules, regulations, or standards, and may not begin or resume work until the City determines that Franchisee is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.
- E. Neither approval of plans by the City nor any action or inaction by the City shall relieve Franchisee of any duty, obligation, or responsibility for the competent design, construction, and installation of its facilities. Franchisee is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, agents, or assigns.
- F. Except as to emergency repairs, Franchisee shall, prior to excavating within any street, alley or other public place, and installing any conduit, overhead cable or equipment therein, file with the City Engineer plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the times of beginning and completion and shall secure a permit from the City before proceeding with any such work. The Franchisee shall conform to all requirements of Chapter 12.08 RMC regarding right of way construction, as it currently exists or as it may be amended, except the bonding requirements shall be waived.
- G. All construction and/or maintenance work as provided under Section 6.H shall be performed in conformity with the plans and specifications filed with the City and with the permit or permits issued, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by the Franchisee.
- H. Excavation work requiring a permit from the City shall only commence upon the issuance of applicable permits by the City, which permits shall not be unreasonably withheld or delayed. However, in the event of an emergency requiring immediate action by Franchisee for the protection of the Facilities, City's property or other persons or property, Franchisee may proceed without first obtaining the normally required permits. In such event, Franchisee must (1) take all necessary and prudent steps to protect, support, and keep safe from harm the Facilities, or any part thereof; City's property; or other persons or property, and to protect the public health and safety; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

- I. Unless such condition or regulation is in conflict with a federal or state requirement, the City may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the public right-of-way or the City's property, including, by way of example and not limitation, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting rights-of-way improvements, private facilities and public safety.
- J. Whenever necessary, after construction or maintaining any of Franchisee's Facilities within the rights-of-way, the Franchisee shall, without delay, and at Franchisee's sole expense, remove all debris and restore the surface disturbed by Franchisee as nearly as possible to as good or better condition as it was in before the work began. Franchisee shall replace any property corner monuments, survey reference or hubs that were disturbed or destroyed during Franchisee's work in the rights-of-way. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and, where applicable, to City specifications.
- K. Franchisee shall provide the City maps showing the size and location of the Facilities within the Franchise Area, which the City agrees to maintain as confidential to the extent allowed or required by law. Any map or information furnished to the City pursuant to this Franchise shall remain the Franchisee's proprietary information for all purposes. Franchisee shall provide locates and field verify its facilities at no cost to the City.
- L. Franchisee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise area, including safety of all persons and property during the performance of any work.
- M. Franchisee shall at all times keep up-to-date maps and records showing the location and sizes of all Franchisee's facilities installed by it in the Franchise Area. Such maps and records shall be kept in Franchisee's district operating office and shall be subject to inspection at all reasonable times by proper officials or agents of the City. Franchisee shall provide, at the City's request, a copy of facilities maps for the City's use.
- N. All Franchisee's underground facilities shall be laid in accordance with current City regulations and project permit requirements. Unless otherwise approved by the City Engineer, underground facilities must maintain (parallel) five (5) feet separation from City water and sewer mains. Franchisee shall restore the public way to pre-construction condition or better. Franchisee agrees to pay all costs and expenditures required on rights-of-way as a result of settling, subsidence, or any other need for repairs or maintenance resulting from excavations made by Franchisee for a period of five (5) years after the excavation. Favorable weather conditions permitting, Franchisee agrees to repair rights-of-way as a result of settling, subsidence, or other needed repairs or maintenance resulting from

excavations made by the Franchisee within the prior five (5) years upon forty-eight (48) hours notice excluding weekends and holidays. If Franchisee fails to undertake such repairs as herein provided, the City may perform the repairs at Franchisee's expense.

Section 7. Coordination of Construction and Installation Activities and Other Work.

- A. Franchisee shall coordinate its construction and installation activities and other work with the City and other users of the public ways at least annually or as determined by the City.
- B. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.
- C. At least twenty four (24) hours prior to entering a public way to perform construction and installation activities or other work, Franchisee shall give notice, at its cost, to owners and occupiers of property adjacent to such public ways indicating the nature and location of the work to be performed. Such notice shall be physically posted by door hanger. Franchisee shall make a good faith effort to comply with the property owner or occupier's preferences, if any, on location or placement of underground facilities, consistent with sound engineering practices.
- D. Franchisee shall make available and accept the co-location of property of others within trenches excavated or used by Franchisee in the public ways, provided the costs of the work are fairly allocated between the parties.
- E. By February 1 of each year, Franchisee shall provide the City with a schedule of its proposed construction or installation activities and other work in, around, or that may affect the public ways or City property.
- F. The City shall give reasonable advance notice to Franchisee of plans to open public ways for construction or installation of facilities; provided, however, the City shall not be liable for damages for failure to provide such notice. When such notice has been given, Franchisee shall provide information requested by the City regarding Franchisee's future plans for use of the public way to be opened. When notice has been given, Franchisee may only construct or install facilities during such period that the City has opened the public way for construction or installation.

Section 8. Temporary Removal, Adjustment or Alteration of Facilities.

- A. Franchisee shall temporarily remove, adjust or alter the position of its facilities at its cost at the request of the City for public projects, events, or other public operations or purposes.

- B. Upon request of the City, Franchisee shall locate the precise horizontal and vertical location of its underground facilities by excavating. If the City's request is in support of a City project, Franchisee shall complete this service within 14 days at no cost to the City. If the City's request is in support of a third party's project, Franchisee shall be entitled to recover its cost from the project sponsor.
- C. If any person requests permission from the City to use a public way for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Franchisee for the temporary removal, adjustment or alteration of Franchisee's facilities to accommodate the moving or removal of said building or other object. In such event, Franchisee shall, at the cost of the person desiring to move or remove such building or other object, remove, adjust or alter the position of its facilities which may obstruct the moving or removal of such building or other object, provided that:
- (1) The moving or removal of such building or other object which necessitates the temporary removal, adjustment or alteration of facilities shall be done at a reasonable time and in a reasonable manner so as to not unreasonably interfere with Franchisee's business, consistent with the maintenance of proper service to Franchisee's customers;
 - (2) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which causes the least interference with the operations of Franchisee, as determined in the sole discretion of the City;
 - (3) The person obtaining such permission from the City to move or remove such building or other object may be required to indemnify and save Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person moving or removing such building or other object or the negligence of the agents, servants or employees of the person moving or removing such building or other object; and
 - (4) Completion of notification requirements by a person who has obtained permission from the City to use a public way for the moving or removal of any building or other object shall be deemed to be notification by the City.
- D. The City may require Franchisee to temporarily remove, adjust or alter the position of Franchisee's facilities as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to Franchisee or any other party for any direct, indirect, or other damages suffered as a direct or indirect result of the City's actions.
- E. The temporary removal, adjustment or alteration of the position of Franchisee's facilities shall not be considered relocation for any purpose whatsoever.

Section 9. Safety and Maintenance Requirements.

- A. All work authorized and required under this Franchise will be performed in a safe, thorough, and workmanlike manner.
- B. Franchisee, in accordance with applicable federal, state, and local safety requirements, shall at all times employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to occur. All facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If a violation of a safety code or other applicable regulation is found to exist by the City, the City may, after discussions with Franchisee, establish a reasonable time for Franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself at the cost of the Franchisee or have them made at the cost of Franchisee.
- C. Franchisee, and any person acting on its behalf, shall provide a traffic control plan that conforms to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Said plan shall use suitable barricades, flags, flagmen, lights, flares, and other measures as required for the safety of all members of the general public during the performance of work, of any kind whatsoever, in public ways to prevent injury or damage to any person, vehicle, or property. Franchisee shall implement and comply with its approved traffic control plan during execution of its work.
- D. Franchisee shall maintain its facilities in proper working order. Franchisee shall restore its facilities to proper working order upon receipt of notice from the City that facilities are not in proper working order. The City may, after discussions with Franchisee, establish a reasonable time for Franchisee to restore its facilities to proper working order. If the facilities are not restored to proper working order within the established time frame, the City may restore the facilities to proper working order or have them restored at the cost of Franchisee.

Section 10. Removal of Unauthorized Facilities. Within ninety (90) days following written notice from the City, Franchisee shall, at its expense, remove unauthorized facilities and restore public ways and other property to as good a condition as existed prior to construction or installation of its facilities. Any plan for removal of said facilities must be approved by the City prior to such work. Facilities are unauthorized and subject to removal in the following circumstances:

- A. Upon expiration, termination, or cancellation of this Franchise;
- B. Upon abandonment of the facilities. Facilities shall be deemed abandoned if they are unused by Franchisee for a period of ninety (90) days;

- C. If the facilities were constructed or installed prior to the effective date of this Franchise, unless such facilities were constructed or installed upon the condition of subsequent approval of this Franchise with the consent of the City;
- D. If the facilities were constructed, installed, operated, maintained, or repaired without the prior issuance of required use and/or development authorization and permits;
- E. If the facilities were constructed or installed or are operated, maintained or repaired in violation of the terms or conditions of this Franchise; or
- F. If the facilities are unauthorized for any reason whatsoever.

Provided, however, that the City may, in its sole discretion, allow a Franchisee to abandon facilities in place. No facilities may be abandoned in place without the express written consent of the City. Upon consensual abandonment in place of facilities, the facilities shall become the property of the City, and Franchisee shall submit to the City an instrument in writing, to be approved by the City, transferring to the City the ownership of such facilities. The failure of Franchisee to submit an instrument shall not prevent, delay or impair transfer of ownership to the City.

Section 11. Restoration of Public Ways and Other Property.

- A. When Franchisee, or any person acting on its behalf, does any work in or affecting any public way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Franchisee's cost, such ways and property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.
- B. If weather or other conditions do not permit the complete restoration required by this section, the Franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Franchisee's cost, and Franchisee lessee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- C. All restoration work is subject to inspection and final approval by the City. If restoration is not made to the satisfaction of the City within the established timeframe, the City may make the restoration itself at the cost of Franchisee or have such restoration made at the cost of Franchisee.

Section 12. Use and/or Development Authorization and Permits. Franchisee shall obtain use, right-of-way construction, and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing facilities or performing other work in a public way. The City must act on applications for use and/or development authorization or required permits

within thirty (30) days of receipt of a completed application, unless Franchisee consents to a different time period.

A. Franchisee shall provide the following information for all facilities that it proposes to construct or install:

- (1) Engineering plans, specifications and a network map of the proposed facilities and their relation to existing facilities, in a format and media requested by the City in sufficient detail to identify:
 - a. The location and route of the proposed facilities;
 - b. When requested by the City, the location of all overhead and underground public utility, telecommunication, cable, water, sewer, drainage and other facilities in the public way along the proposed route;
 - c. When requested by the City, the location(s), if any, for interconnection with the telecommunication facilities of others;
 - d. The specific trees, structures, improvements, facilities and obstructions, if any, that Franchisee proposes to temporarily or permanently alter, remove or relocate.
- (2) If Franchisee is proposing to install overhead facilities, evidence of Franchisee's authorization to use each utility pole along the proposed route together with any conditions of use imposed by the pole owner(s) for each pole. If the overhead facilities are subsequently relocated underground, Franchisee shall relocate underground at no cost to the City. If Franchisee proposes to install overhead facilities on City-owned poles or structures, the Franchisee shall comply with all applicable provisions of Title 14 of the Richland Municipal Code.
- (3) If Franchisee is proposing to install underground facilities in existing ducts or conduits within the public ways, information in sufficient detail to identify:
 - a. Evidence of ownership or authorization to use such ducts or conduits;
 - b. Conditions of use imposed by the owner(s) of the ducts or conduits;
 - c. If known to Franchisee or reasonably ascertainable to Franchisee, the total capacity of such ducts or conduits; and
 - d. If known to Franchisee or reasonably ascertainable to Franchisee, amount of the total capacity within such ducts or conduits which will be occupied by Franchisee's facilities.
- (4) If Franchisee is proposing to install underground facilities in new ducts or conduits within the public ways:
 - a. The location proposed for new ducts or conduits;
 - b. The total capacity of such ducts or conduits; and
 - c. The initial listing of collocated facilities located within Franchisee constructed or installed ducts or conduits.

- (5) A preliminary construction schedule and completion date together with a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for any construction.
 - (6) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities.
 - (7) Such other documentation and information regarding the facilities requested by the City.
- B. The requirements of this section do not apply to installation of optical cable necessary to connect a customer of Franchisee to a previously approved facility; provided that neither excavation nor trenching in the public right-of-way is required, that the optical cable does not cross a distance of more than twenty feet from its point of connection to the approved facility and the point where it exits the public right-of-way, that the optical cable connection meets or exceeds all applicable technical standards required by law, that the optical cable connection is durable and installed in accordance with good engineering, construction, and installation practices and does not interfere with the public use of the public ways, or adversely affect public health safety or welfare, that the optical cable connection is constructed and installed to conform to all federal, state, local, and industry codes, rules, regulations, and standards, and that the optical cable connection does not damage or impair the City's urban forest.
- C. The requirements of this section do not apply to repair or maintenance of previously approved overhead facility; provided that the location and size of the previously approved facility is not materially changed, that no additional new facilities are constructed or installed, that the repair or maintenance activities are conducted in accordance with good engineering, repair, and maintenance practices and do not interfere with the public use of the public ways, or adversely affect public health, safety, or welfare, that maintenance or repair activities conform to all federal, state, local, and industry codes, rules, regulations, and standards, and that the repair or maintenance activities comply with Chapter 12.08 of the Richland Municipal Code.
- D. Franchisee shall not be granted development authorization or issued permits for construction or installation of new facilities unless Franchisee is in full compliance with the provisions of this Franchise, and all of Franchisee's existing facilities have been expressly approved by the City in writing.

Section 13. Hold Harmless and Assumption of Risk.

- A. Hold Harmless.
 - (1) Franchisee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all

claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, to any person, including claims by Franchisee's own employees to which Franchisee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property arising out of the negligent acts or omissions of Franchisee, its officers, employees, servants, agents or representatives.

- (2) Franchisee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives from any and all claims, costs, damages, judgments, awards, or liability to any person, including claims by Franchisee's own employees, including those claims to which Franchisee might otherwise have immunity under Title 51 RCW, arising out of Franchisee's exercise of the rights, privileges, or authority granted by this Franchise which are made against the City, in whole or in part, due to the City's ownership or control of the public ways or other City property, by virtue of the City permitting the Franchisee's entry, occupancy or use of the public ways, or based upon the City's inspection or lack of inspection of work performed by Franchisee, its officers, employees, servants, agents or representatives.
- (3) These hold harmless covenants include, but are not limited to claims against the City arising as a result of the acts or omissions of Franchisee, its officers, employees, servants, agents or representatives in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public way or other public place in performance of work or services permitted under this Franchise.
- (4) Franchisee further agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, servants, agents, and representatives against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Franchisee's facilities as the result of any interruption of service due to damage or destruction of the user's facilities caused by or arising out of damage or destruction of Franchisee's facilities, except to the extent any such damage or destruction is caused by or arises from the negligence or intentional acts of the City.
- (5) 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 Franchisee and the City, Franchisee's liability hereunder shall be only to the extent of Franchisee's negligence.
- (6) It is further specifically and expressly understood that the hold harmless covenants provided herein constitute the Franchisee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the parties.
- (7) Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction or installation shall not be grounds for avoidance of any of these hold harmless covenants. Said hold harmless obligations shall extend to claims which are not reduced to a suit

and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

- (8) In the event that Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the hold harmless covenants contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay and be responsible for all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this hold harmless clause.
- (9) In no event shall either party be liable to the other party for any special, consequential or indirect damages (including, by way of illustration, lost revenues and lost profits) arising out of this Franchise or any obligation arising thereunder, whether in action for or arising out of breach of contract, tort or otherwise.

B. Assumption of Risk.

- (1) Franchisee assumes the risk of damage to its facilities located in the City's public ways from activities conducted by third parties or the City, its elected officials, officers, employees, servants, agents, or representatives. Franchisee releases and waives any and all claims against the City, its elected officials, officers, employees, servants, agents, and representatives for damage to or destruction of the Franchisee's facilities except to the extent any such damage or destruction is caused by or arises from active sole negligence of the City.
- (2) Franchisee bears sole responsibility to insure its property. Franchisee shall ensure that its insurance contracts waive subrogation claims against the City, its elected officials, officers, employees, servants, agents, and representatives, and Franchisee shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all subrogation claims if it fails to so waive.

Section 14. Insurance. Franchisee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring Franchisee as the Named Insured and the City, along with its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers who shall be listed as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Franchisee:

- A. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

- B. Commercial Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 per occurrence.
- C. The liability insurance policies required by this section shall be maintained by Franchisee throughout the term of this Franchise, such other periods of time during which Franchisee's facilities occupy public ways, and while Franchisee is engaged in the removal of its facilities. Franchisee shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any construction or installation of any facilities pursuant to this Franchise or other work in a public way. Any deductibles or self-insured retentions must be declared to the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Franchisee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.
- D. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. In addition to the coverage requirements set forth in this section, each such insurance policy shall contain an endorsement providing thirty (30) days prior written notice to the City of cancellation when the insurer cancels for any reason other than non-payment of premium.
- F. At least thirty (30) days prior to said cancellation or non-renewal, Franchisee shall obtain and furnish to the City replacement insurance certificates meeting the requirements of this section.
- G. Failure on the part of Franchisee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which City may, after giving ten (10) business days notice to Franchisee to correct the breach, pursue termination of the Franchise under Section 25 herein 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 City on demand.

Section 15. Security Fund. Franchisee shall establish and maintain a security fund in the amount of eight thousand dollars (\$8,000), at its cost, with the City by depositing such monies, bonds, letters of credit, or other instruments in such form and amount acceptable to the City. No sums may be withdrawn from the fund by Franchisee without

consent of the City. The security fund shall be maintained at the sole expense of Franchisee so long as any of the Franchisee's facilities occupy a public way.

- A. The fund shall serve as security for the full and complete performance of this Franchise, including any claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, the City pays or incurs, including civil penalties, because of any failure attributable to Franchisee to comply with the provisions of this Franchise or the codes, ordinances, rules, regulations, standards, or permits of the City.
- B. Before any sums are withdrawn from the security fund, the City shall give written notice to Franchisee:
 - (1) Describing the act, default or failure to be remedied, or the claims, costs, damages, judgments, awards, or liability which the City has incurred or may pay by reason of Franchisee's act or default;
 - (2) Providing a reasonable opportunity for Franchisee to first remedy the existing or ongoing default or failure, if applicable;
 - (3) Providing a reasonable opportunity for Franchisee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and
 - (4) Franchisee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.
- C. Franchisee shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.
- D. Insufficiency of the security fund shall not release or relieve Franchisee of any obligation or financial responsibility.

Section 16. Taxes, Charges, and Fees.

- A. Franchisee shall pay and be responsible for all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise, any use and/or development authorizations which may be required, or any permit which may be required, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to RCW Ch. 43.21C. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Franchisee from paying and being responsible for other actual administrative expenses incurred by the City.
 - a. Franchisee shall pay a franchise processing fee of \$500.00.
 - b. Franchisee shall pay fees according to applicable sections of the Richland Municipal Code, including but not limited to Title 28, Title 12, and Title 14.

- B. Franchisee shall pay and be responsible for taxes permitted by law.
- C. In addition to penalties and other remedies for which Franchisee may be subjected, the City reserves the right to impose site-specific charges for placement of structures used to provide personal wireless services. Unless otherwise agreed by the parties, such charges shall be an amount equal to at least one hundred percent (100%) of the costs of construction or installation of such structures.

Section 17. Additional Ducts and Conduits.

- A. Franchisee shall construct and install additional ducts and conduits when and where requested by the City and related structures necessary to access the ducts and conduits. Such ducts and conduits shall be readily accessible and available for governmental use as determined by the City in its sole discretion. Such ducts and conduits shall not be used to provide telecommunications or cable television service for hire, sale, or resale to the general public unless otherwise agreed by the parties. The City shall not be charged or responsible for any more than the incremental costs to construct and install such ducts and conduits, and the City shall not be charged or responsible for any use, maintenance, or repair costs.
- B. In lieu of constructing and installing additional conduits in overhead facilities, and as a condition of being allowed to place optical cable, optical cable housing, or splicing connections on existing utility poles as overhead facilities, Franchisee shall construct, install, maintain, and repair dark fiber, loops, splicing connections, and related structures necessary to access the dark fiber, for governmental use, at all locations where Franchisee constructs or installs facilities. Franchisee shall construct, install, maintain, and repair ten (10) strands of dark fiber for governmental use at all locations along any route constructed by Franchisee, unless some other amount is mutually agreed by the parties for a particular location. Loops, splicing connections, and related structures necessary to access such dark fiber shall be constructed and installed by Franchisee at locations designated by the City along any route constructed by Franchisee under this Franchise. Such dark fiber, loops, and splicing connections shall be readily accessible and available for governmental use as determined by the City in its sole discretion. It is the City's responsibility to reimburse the Franchisee for Franchisee's actual costs to install the dark fiber service drops from the storage loops into the City's buildings or facilities as required. Such costs shall be provided to and approved by the City prior to commencement of any construction of such service drops by Franchisee. All such dark fiber, loops, splicing connections, and related structures shall be dedicated to governmental use and shall not be used by Franchisee. All such dark fiber, loops, splicing connections, and related structures shall not be used by the City to provide telecommunications or cable television service for hire, sale, or resale to the general public unless otherwise agreed by the parties.

- C. Except as expressly provided in this section, Franchisee shall not charge the City for any costs, of any kind whatsoever, for facilities provided by Franchisee in accordance with this section.

Section 18. Access to Facilities and Universal Service.

- A. Franchisee shall provide access to its facilities by hire, sale, or resale on a nondiscriminatory basis. If Franchisee purports to serve the general public, it shall make its telecommunications services available to any customer within its franchise area who shall request such service whenever feasible, without discrimination as to the terms, conditions, rates or charges for the Franchisee's services; provided, however, that nothing in this section shall prohibit Franchisee from making any reasonable classifications among differently situated customers.
- B. Franchisee shall provide internet access to users of City property, at locations requested by the City, if it is practicable. Franchisee and the City may enter into a separate agreement or agreements regarding the allocation of costs to construct, install, operate, maintain, repair, and remove facilities needed to provide such access; provided, however, that nothing herein shall require the City to accept construction or installation of facilities on City property.

Section 19. Acquisition of Facilities. Upon Franchisee's acquisition of any facilities in the public way, or upon any addition or annexation to the City of any area in which Franchisee has facilities, such facilities shall immediately be subject to the terms of this Franchise without further action of the City or Franchisee.

Section 20. One-Call System. Franchisee is responsible for complying with the provisions of Washington's One-Call statutes: Chapter 19.122 RCW.

Section 21. Vacation of Public Ways. The City reserves the right to vacate any public way which is subject to rights, privileges, and authority granted by this Franchise. If Franchisee has facilities in such public way, the City shall reserve an easement for Franchisee.

Section 22. Duty to Provide Information. Within thirty (30) days of a written request from the City, Franchisee shall furnish the City with all requested information sufficient to demonstrate:

- A. That Franchisee has complied with all requirements of this Franchise;
- B. That taxes, fees, charges, or other costs owed or payable by Franchisee have been properly collected and paid; and
- C. Franchisee's obligations under this section are in addition to those provided in subsection 4(E).

Section 23. Records.

- A. Franchisee will manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City will have access to, and the right to inspect, any documents and records of Franchisee and its affiliates that are reasonably necessary for the enforcement of this Franchise or to verify Franchisee's compliance with terms or conditions of this Franchise. Franchisee will not deny the City access to any of Franchisee's records on the basis that Franchisee's documents or records are under the control of any affiliate or a third party.
- B. All documents and records maintained by Franchisee shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require Franchisee to violate state or federal law regarding subscriber privacy, nor shall this section be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.
- C. One copy of documents and records requested by the City will be furnished to the City at the cost of Franchisee. If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then Franchisee may request, in writing and within ten (10) calendar days of the City's request, that the City inspect them at Franchisee's local office. If any documents or records of Franchisee are not kept in a local office and/or are not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary or appropriate for the enforcement of this Franchise, or to verify Franchisee's compliance with terms or conditions of this Franchise, then all reasonable travel and related costs incurred in making such examination shall be paid by Franchisee.

Section 24. Assignment or Transfer. Franchisee's rights, privileges, and authority under this Franchise, and ownership or working control of facilities constructed or installed pursuant to this Franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, except as provided herein, or without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any transfer, assignment or disposal of Franchisee's rights, privileges, and authority under this Franchise, or ownership or working control of facilities constructed or installed pursuant to this Franchise, may be subject to reasonable conditions as may be prescribed by the City.

- A. No rights, privileges, or authority under this Franchise shall be assigned, transferred, or disposed of in any manner within twelve (12) months after the effective date of this Franchise.

- B. Absent extraordinary and unforeseeable circumstances, no facility shall be assigned, transferred, or disposed of before construction of the facility has been completed and restoration has been performed to the satisfaction of the City.
- C. Franchisee and the proposed assignee or transferee shall provide and certify the following information to the City not less than one hundred and fifty (150) days prior to the proposed date of assignment, transfer, or disposal:
 - (1) Complete information setting forth the nature, terms and condition of the proposed assignment, transfer, or disposal;
 - (2) Any other information reasonably required by the City; and
 - (3) A transfer application fee in an amount to be determined by the City to recover actual administrative costs directly related to receiving and approving the proposed assignment, transfer, or disposal.
- D. No assignment, transfer, or disposal may be made or shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to operate, maintain, repair, and remove facilities constructed or installed pursuant to this Franchise and to comply with the terms and conditions of this Franchise.
- E. Any transfer, assignment, or disposal of rights, privileges, and authority under this Franchise or ownership or working control of facilities constructed or installed pursuant to this Franchise, without prior written approval of the City pursuant to this section shall be void and is cause for termination of this Franchise.
- F. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the Franchisee, of the ownership or working control of affiliated entities having ownership or working control of Franchisee, or of control of the telecommunications capacity or bandwidth of Franchisee, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are exempt from City approval; provided that, Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. City approval shall not be required for mortgaging purposes or if said transfer is from Franchisee to another person controlled by Franchisee.
- G. All terms and conditions of this Franchise shall be binding upon all successors and assigns of Franchisee and all persons who obtain ownership or working control of any facility constructed or installed pursuant to this Franchise.

Section 25. Violations, Noncompliance, and Other Grounds for Termination or Cancellation.

- A. This Franchise, and any right, privilege or authority of Franchisee to enter, occupy or use public ways may be terminated or cancelled by the City for the following reasons:
- (1) Violation of or noncompliance with any term or condition of this Franchise by Franchisee;
 - (2) Violation of or noncompliance with the material terms of any use and/or development authorization or required permit by Franchisee;
 - (3) Construction, installation, operation, maintenance, or repair of facilities on, in, under, over, across, or within any public way without Franchisee first obtaining use and/or development authorization and required permits from the City and all other appropriate regulatory authorities;
 - (4) Unauthorized construction, installation, operation, maintenance, or repair of facilities on City property;
 - (5) Misrepresentation or lack of candor by or on behalf of Franchisee in any application or written or oral statement upon which the City relies in making the decision to grant, review or amend any right, privilege or authority to Franchisee;
 - (6) Abandonment of facilities;
 - (7) Failure of Franchisee to pay taxes, fees, charges or costs when and as due; or
 - (8) Insolvency or bankruptcy of Franchisee.
- B. In the event that the City believes that grounds exist for termination or cancellation of this Franchise or any right, privilege or authority of Franchisee to enter, occupy or use public ways, Franchisee shall be given written notice, and providing Franchisee a reasonable period of time not exceeding thirty (30) calendar days to furnish evidence:
- (1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation, noncompliance, or other grounds for termination or cancellation;
 - (2) That rebuts the alleged violation, noncompliance, or other grounds for termination or cancellation; or
 - (3) That it would be in the public interest to impose some penalty or sanction less than termination or cancellation.
- C. In the event that Franchisee fails to provide evidence reasonably satisfactory to the City as provided in subsection (B) of this section, the City shall refer the apparent violation, noncompliance, or other grounds for termination or cancellation to the City Council. The City Council shall provide the Franchisee with notice and a reasonable opportunity to be heard concerning the matter.

- D. If the City Council determines that the violation, noncompliance, or other grounds for termination or cancellation arose from willful misconduct or gross negligence by Franchisee, then, Franchisee shall, at the election of the City Council, forfeit all rights, privileges and authority conferred under this Franchise or any use and/or development authorization or permit granted by the City, and this Franchise and any such use and/or development authorization or permit may be terminated or cancelled by the City Council. The City Council may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to pursue other remedies, including obtaining an order compelling Franchisee into compliance or to take corrective action, or to recover damages and costs incurred by the City by reason of Franchisee's actions or omissions. The City Council shall utilize the following factors in analyzing the nature, circumstances, extent, and gravity of the actions or omissions of Franchisee:
- (1) Whether the misconduct was egregious;
 - (2) Whether substantial harm resulted;
 - (3) Whether the violation was intentional;
 - (4) Whether there is a history of prior violations of the same or other requirements;
 - (5) Whether there is a history of overall compliance; and
 - (6) Whether the violation was voluntarily disclosed, admitted or cured.
- E. The City Council's choice of remedy shall not excuse Franchisee from compliance with any term or condition of this Franchise or the material terms of any use and/or development authorization or required permit by Franchisee. Franchisee shall have a continuing duty to remedy any violation, noncompliance, or other grounds for termination or cancellation. Further, nothing herein shall be construed as limiting any remedies that the City may have, at law or in equity, for enforcement of this Franchise and any use and/or development authorization or permit granted to Franchisee.

Section 26. Notices.

- A. Any regular notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

The City:	City of Richland
	Attn: City Manager
	505 Swift Boulevard
	Richland, WA 99352

Franchisee: WA – CLEC LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Ken Simon, General Counsel

With a copy to: WA – CLEC LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCFS Contracts Management

- B. Franchisee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Franchisee shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health and safety of the public and repair facilities to restore them to proper working order. Annually, on request of the City, Franchisee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

Section 27. Non-Waiver. The failure of the City to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the City and shall not prevent the City from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

Section 28. Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 29. Limitation of Liability. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

Section 30. Damage to Facilities. Unless directly and proximately caused by the active sole negligence of the City, the City shall not be liable for any damage to or loss of any facilities as a result of or in connection with any public works, public

improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

Section 31. Governing Law and Venue. This Franchise and use of the applicable public ways will be governed by the laws of the State of Washington, unless preempted by federal law. Franchisee agrees to be bound by the laws of the State of Washington, unless preempted by federal law, and subject to the jurisdiction of the courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for Benton County, or in the case of a federal action, the United States District Court for the Eastern District of Washington at Richland, Washington, unless an administrative agency has primary jurisdiction.

Section 32. Severability. If any section, sentence, clause or phrase of this Franchise or its application to any person or entity should be held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any other section, sentence, clause or phrase of this Franchise nor its application to any other person or entity; provided that, if any term or condition of this Franchise relating to Franchisee's right, privilege, or authority to place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities is held to be invalid or unconstitutional by a court of competent jurisdiction, Franchisee's authority to construct, install, operate, maintain, or repair overhead facilities shall be deemed void *ab initio*, any overhead facilities shall be deemed to be unauthorized, and Franchisee shall be authorized only to place facilities underground.

Section 33. Miscellaneous.

- A. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.
- B. Local Employment Efforts. Franchisee will use reasonable efforts to utilize qualified local contractors, including minority business enterprises and woman business enterprises, whenever the Franchisee employs contractors to perform work under this Franchise.
- C. Descriptive Headings. The headings and titles of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.
- D. Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the substantially prevailing party will be entitled to recover all of its reasonable costs, including attorneys' fees, as well as costs and reasonable attorneys' fees on appeal, in addition to such other relief as the court may deem proper.

- E. No Joint Venture. Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.
- F. Mutual Negotiation. This Franchise was mutually negotiated by the Franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this Franchise.
- G. Third-Party Beneficiaries. There are no third-party beneficiaries to this Franchise.
- H. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.
- I. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.
- J. Modification. The parties may alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification. Nothing in this subsection shall impair the City's exercise of authority reserved to it under this Franchise.
- K. Non-exclusivity. This Franchise does not confer any exclusive right, privilege, or authority to enter, occupy or use public ways for delivery of telecommunications services or any other purposes. This Franchise is granted upon the express condition that it will not in any manner prevent the City from granting other or further franchises in, on, across, over, along, under or through any public way.
- L. Rights Granted. This Franchise does not convey any right, title or interest in public ways, but shall be deemed only as authorization to enter, occupy, or use public ways for the limited purposes and term stated in this Franchise. Further, this Franchise shall not be construed as any warranty of title.
- M. Contractors and Subcontractors. Franchisee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Franchisee.

Section 34. Publication. The City Clerk is authorized and directed to publish a summary hereof in accordance with RCW 35.22.288.

Section 35. Effective Date. This ordinance shall become effective on the thirty-first (31st) day after its first publication as required by law, but if, and only if, the Franchisee has endorsed this ordinance and accepted the terms and conditions thereof.

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ day of _____, 2017.

ROBERT THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____, 2017

ACCEPTANCE:

The provisions of this Franchise are agreed to and hereby accepted. By accepting this Franchise, Franchisee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the franchise and the municipal code and ordinances of the City.

By: _____

Printed Name:_____

Title:_____

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Franchisee returned a signed copy of this Franchise to the City Council in accordance with this Franchise; (2) the Franchisee has presented to the City acceptable evidence of insurance and security as required in this Franchise; and (3) the Franchisee has paid all applicable processing costs set forth in the franchise.

The effective date of this Franchise ordinance is: _____, 2017.

By: Marcia Hopkins, City Clerk



TELECOMMUNICATIONS MASTER PERMIT

Issued to: WA-CLEC, LLC

1. **Non-Exclusive Right.** This Master Permit grants to WA-CLEC, LLC a non-exclusive right to construct, maintain, operate, replace and repair a telecommunications system in the public right-of-way, for the purpose of providing communications services as allowed by law, subject to certain conditions and duties as further provided.
2. **Nature of Grant.** This master permit does not convey any title, legal or equitable, in the public rights-of-way. This Master Permit is issued under the provisions of Title 28 of the Richland Municipal Code. The provisions of that Title, as now or hereafter amended, shall apply to and govern the permit. This permit shall be:
 - a. Deemed to include all of the provisions that are required to be in a Master Permit under Title 28; and
 - b. Deemed to provide for forfeiture under this circumstances set forth in the provisions of Title 28 and provisions of this Master Permit; and
 - c. Construed to exclude the grant of any rights in any easement granted for or in favor of any city or public utility facilities or operations, except as is expressly provided.
3. **Master Permit Area.** The Master Permit area shall mean that area within the present and future corporate limits of the city.
4. **Parties.** This Master Permit is between the City of Richland as Grantor (hereafter "City") and WA-CLEC, LLC, a Washington limited liability company as Grantee (hereafter "Grantee").
5. **Authorizations.** In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy the right of way in the City of Richland, as defined in RCW 35.99.010 (5), to locate facilities to provide telecommunications services to the public as allowed by law.
 - a. **Grantee understands that under RCW 54.16.330, Grantee is authorized to provide telecommunications services for its internal needs and wholesale to third parties, but is not authorized to provide telecommunications services directly to end users.**
 - b. The Parties agree that if the law changes to permit Grantee to provide telecommunications services directly to end users, this permit shall serve as the authorization to provide such services. This grant is in the nature of a Master Permit, as referenced in RCW 35.99.010 (3), and is not in lieu of a specific use permit as may be required by City code or policy.
 - c. Grantee's use is subject to all other ordinances, rules and regulations adopted by the City relating to telecommunications services and right-of-way use as they are in effect

at the time of the written acceptance of this Master Permit by the Grantee.

- d. In accepting this Master Permit, Grantee stipulates and agrees to the City's authority to issue and require the Master Permit and stipulates and agrees to the other terms and conditions hereof. If, following Grantee's acceptance of the Master Permit and during term of same, the City modifies or adopts new ordinances, rules or regulations which conflict with the Master Permit and adversely affect the Grantee, then the terms of the Master Permit shall prevail, unless otherwise noted in the modified or newly adopted ordinances, rules or regulations.
 - e. Grantee's use is subject to the terms and conditions of any Franchise granted by the City to Grantee. If a conflict arises between the terms of this Master Permit and the Franchise, the terms of the Franchise shall control.
6. **Term.** This Master Permit is granted for a period of not more than ten (10) years, subject to all termination clauses within this Permit. The grantee and the City agree, however, that at the end of ten (10) years, the grantee shall have the option to renew the permit for an additional five years, subject to changes, if any, in federal, or state, law, and any changes in general applicable taxes or fees and renegotiation of any other terms determined to be in the best interest of the City.
7. **Amendments.** The Grantee and the City agree that the Master Permit can be amended at any time, upon written agreement by both parties to allow Grantee to provide services to the City or to make the Master Permit consistent with other service agreements between the Grantee and the City. Subject to Section 6, the City reserves for itself the right at any time upon ninety (90) days written notice to the Grantee, and providing the Grantee an opportunity to be heard, to change, amend, modify or amplify any of the provisions or conditions here enumerated to conform to any state statute or city regulation, relating to the public welfare, health, safety or street regulation, as may hereafter be enacted, adopted or promulgated.
8. **Customer Service.** Grantee shall remain a Washington corporation in good standing in the State of Washington and pay any fees or similar obligations applicable thereto. Grantee shall maintain a reliable mailing address, with a named responsible individual person as necessary for consumer contact and a local agent for service of process, a toll free public telephone number, fax number, and accessible email address 24 hours a day, seven days a week for customer access. The voice and fax telephone numbers shall be personally staffed at least during normal business hours. Any changes to this information shall be stated in writing and sent to the City Engineer.
- a. Grantee promises to provide safe and reliable service and to comply with all applicable federal, state and local laws, including municipal regulatory ordinances, resolutions of the City Council and orders of the City Engineer relating to use of the right-of-way or otherwise to the application, enforcement or interpretation of this Master Permit, as may now or hereafter arise.

9. **Notices.** All notices shall be in writing and provided as follows:

WA-CLEC, LLC

c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Ken Simon, General Counsel

With a copy to:

WA – CLEC LLC

c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCFS Contracts Management

City of Richland

Pete Rogalsky, PE, City Engineer
P.O. Box 190
Richland, WA. 99352
Phone: (509) 942-7500
Fax (509) 942-7468
E-mail: Progalsky@ci.richland.wa.us

10. **Taxes.** Nothing in this Master Permit shall limit Grantee's obligation to pay applicable local, state or federal taxes, including local gross receipt tax pursuant to Richland Municipal Code.
11. **Facilities for City Use.** Consistent with RCW 35.99.070, at such time as Grantee is constructing, relocating, or placing ducts or conduits in right-of-way or other permitted areas, the City Engineer may require Grantee to provide the City with additional duct or conduit and related structures necessary to access the conduit, provided that the City enters into a contract with the Grantee consistent with RCW 80.36.150. The contract rates to be charged should recover the incremental costs of Grantee.
- a. If the City makes the additional duct or conduit and related access structures available to any other entity for the purposes of providing telecommunications or cable television service for hire, sale, or resale to the general public, the rates to be charged shall recover at least the fully allocated costs of Grantee. Grantee shall state both contract rates in the contract. The City Engineer shall inform the Grantee of the use, and any change in use, of the requested duct or conduit and related access structures to determine the applicable rate to be paid by the City.
 - b. Except as otherwise agreed by Grantee and the City, the Parties agrees that the requested additional duct or conduit space and related access structures can be used by the City to provide telecommunications or cable television service for hire, sale, or resale to the general public, at the commercial rate applied to other customers.

- c. The City shall not require that the additional duct or conduit space be connected to the access structures and vaults of the Grantee.
- 12. **Undergrounding.** The purpose of this section is to recognize and preserve the City's control over uses of the public right-of-way, particularly with respect to policies regarding the undergrounding of overhead lines for aesthetic reasons.
 - a. Consistent with any general municipal undergrounding policy or program now or hereafter developed, the City reserves the right to require Grantee's participation in municipally imposed undergrounding or related requirements as may now or hereafter arise, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Master Permit. Grantee agrees to coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third party beneficiary rights be implied or created.
 - b. In keeping with the aesthetic and public perception and with the responsibility of the City to conserve and maximize the useful life of all City improvements, Grantee recognizes the need of the City to preserve roads and sidewalks that are less than five years old and those that have been resurfaced or rebuilt for less than five years as not being available to Grantee for public rights-of-way construction purposes.
- 13. **Revocation.**
 - a. This Master Permit may be revoked for violation of any terms and conditions of the Master Permit or other city ordinances, resolutions or policy, or for violations of state or federal law, including but not limited to the following:
 - 1. Construction or operation in the public rights-of-way of the City or upon City property in a manner in violation of this Master Permit;
 - 2. Construction or operation at an unauthorized location in the public rights-of-way of the City or upon City property;
 - 3. Misrepresentation by or on behalf of Grantee in any material respect in any application or written statements or documents to the City upon which the City relies in making the decision to grant, review, or amend this Master Permit;
 - 4. Abandonment of telecommunications facilities in the public ways or upon City property;
 - 5. Failure to relocate or remove facilities as required in this Master Permit, a Franchise, or other governing ordinances;
 - 6. Failure to pay taxes, compensation, fees, or costs when and as due the City under this Master Permit;

7. Insolvency or bankruptcy of Grantee;
 8. Violation of any material provision of this Master Permit or applicable City ordinances, which is not timely cured upon notice to Grantee by the City.
- b. In the event that the City believes that grounds exist for revocation of this Master Permit, Grantee shall be given written notice of the apparent violation or noncompliance, and provide the Grantee a reasonable period of time not exceeding thirty (30) days to furnish evidence:
 1. That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;
 2. That rebuts the alleged violation or noncompliance; or
 3. That it would be in the public interest to impose some penalty or sanction less than revocation.
 - c. In the event that Grantee fails to provide evidence reasonably satisfactory to the City Engineer, the City Engineer shall refer the apparent violation or non-compliance to the City Council. The City Council shall provide the Grantee with reasonable notice and a reasonable opportunity to be heard concerning the matter.

14. Master Permit Administration.

- a. General administration of this Master Permit for the City is through the office of the City Engineer. However, the City Engineer may delegate his/her authority and responsibility to other agents of the City. All questions of application, interpretation, conflict or ambiguity arising out of or in connection with this Master Permit may be determined through communications with the City Engineer, except where otherwise specifically stated.
- b. Grantee may appeal any decision of the City Engineer to the City Council by filing a written notice of appeal within thirty (30) days of the date of issuance of the City Engineer's decision, with copies also sent to the Mayor, City Engineer and City Attorney. The notice of appeal must include a copy of the City Engineer's decision and a complete record originally submitted to the City Engineer by Grantee. The City Engineer shall submit any additional response to the City Council or Hearings Examiner within ten (10) days of receipt of the notice of appeal. The City Council shall schedule a hearing within a reasonable period of time but not to exceed sixty (60) days from filing of the Notice of Appeal and decide the question submitted.

15. Acts Discretionary, Reservation of Authority.

- a. All City acts undertaken pursuant to this Master Permit shall be deemed discretionary, guided by considerations of the public health, safety, aesthetics and convenience and

other provisions of this Master Permit.

- b. Grantee agrees that the City reserves all municipal powers now or hereafter granted by law, including without limitation the power to tax and license, regulate activities and land use, protect the public health and safety, and regulate and control use of public right of way. The granting of this Master Permit, or any provision thereof, shall not constitute a waiver or bar to the exercise of any governmental right or power, police power, or regulatory power of the City as may exist at the time the Master Permit is issued, or thereafter obtained.
- c. Should Grantee have any question as to a conflict or ambiguity with respect to its rights under this Master Permit or applicable federal or state law, it agrees to first submit the same to the City Engineer, with any supporting materials or authorities. The intent of this provision is to provide a quick and efficient means of understanding and resolving problems arising under this instrument.

16. No Transfer, No Stock to Be Issued.

- a. This Master Permit shall not be sold, leased, assigned or otherwise alienated without the express consent of the City and no rule of estoppels shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section. The City agrees not to withhold consent where Grantee demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with an entity controlled by, controlling, or under the common control of the Grantee, there being no other change in the resulting entity's ability to meet its Master Permit obligations.
- b. The City reserves the right to invoke any or all provisions of this Master Permit upon the Grantee's successors or assigns, judgment creditors, or distributees of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new Master Permit.
- c. Grantee will not permit installations by others in permitted areas without written approval from the City Engineer. Such approval shall not be in lieu of a permit or other requirements of the City.

17. Commence Construction. The Grantee shall commence construction work under this Master Permit within twelve (12) months after the effective date hereof. Failure to commence construction within twelve (12) months shall cause automatic termination and revocation of the Master Permit without further action by the City.

18. Insurance. For the duration of this permit, Grantee agrees to obtain and maintain insurance and provide certificates of insurance as required by Franchise and City ordinances. In the event of a conflict between amounts of insurance required by Franchise and by City code, the higher amount shall prevail. Grantee shall provide proof of insurance and all required

endorsements to City as required by Franchise or City ordinance.

19. **Changes In Law.** In the event of significant change in state or federal law regulating Grantee's activities under this Master Permit or change in municipal authority to act under the terms of the Master Permit, or significant change or advancement in technology governing Grantee's functions, the Parties, upon mutual agreement, may renegotiate any or all provisions of this Master Permit, but no obligation to do so is created by this section.
20. **Governing Law and Venue.** The laws of the State of Washington govern this Master Permit, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Benton County or in the federal district court exercising jurisdiction over the City.
21. **Indemnification.** Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the grantee's own employees to which the Grantee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the grantee, its agents, servants, officers or employees in performing under this license, master permit or lease are the proximate cause.

Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person including claims by the grantee's own employees, including those claims to which the Grantee might otherwise have immunity under Title 51 RCW, arising against the City solely by virtue of the City's ownership or control of the rights-of-way or other public properties, by virtue of the Grantee's exercise of the rights granted herein, or by virtue of the City's permitting the Grantee's use of the City's right-of-way or other public property, based upon the City's inspection or lack of inspection of work performed by the Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this license, master permit, or lease or pursuant to any other permit or approval issued in connection with this license, master permit or lease.

This covenant of indemnification shall include, but not be limited to, claims against the City arising as a result of the negligent acts or omissions of the Grantee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction or work in any public right-of-way or other public place in performance of work or services permitted under this license, master permit or lease. The indemnity and defense obligations of Grantee provided for in this Section 21 shall survive the expiration, termination or revocation of this Master Permit.

Grantee's indemnification obligation under this Master Permit shall not extend to acts arising from or caused by the sole negligence or willful misconduct of the City, its council or board members, officers, elected trustees, employees, agents, or contractors.

The Parties hereby waive the right to recover punitive or consequential damages from the other party.

22. **Severability.** If any section sentence, paragraph, term or provision hereof is determined to be illegal, invalid, unenforceable or unconstitutional for any reason, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Master Permit, or any renewal thereof.
23. **Effective Date.** The provisions of this Master Permit shall be effective as of _____, _____ and remain in force and effect for the remainder of the term, as specified in Section 6; PROVIDED, that if Grantee does not accept this Master Permit within 14 days of the effective date by its written acceptance by the Grantee, signed by its proper officers, and filed with the City Clerk, this Master Permit shall become null and void; AND EXCEPT that the Master Permit will not be valid or effective until the Grantee provides the City with evidence of adequate insurance pursuant to 28.08.050 and Section 18.

Approved by Richland City Council on this _____ day of _____, 20____ .

[Signature Page to Follow]

City of Richland:

Cynthia D. Reents, ICMA-CM
City Manager

Attest:

Marcia Hopkins, City Clerk

Department Approval:

Pete Rogalsky, P.E.
Public Works Director/City Engineer

Approved as to form:

Heather Kintzley, City Attorney

WA-CLEC, LLC:

WA-CLEC, LLC for itself, its successors and assigns, hereby accepts this Master Permit and all the terms and conditions thereof, and files this, its written acceptance, with the City of Richland, Benton County, Washington.

Dated this _____ day of _____, 2017.

By: _____

Print Name _____

Print Title _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 49-17, Approving the 2018 Budget and the 2018-2023 Capital Improvement Plan

Department:

Administrative Services

Ordinance/Resolution Number:

49-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 49-17, approving the 2018 Budget and 2018-2023 Capital Improvement Plan.

Summary:

Council received the Proposed 2018 Budget and 2018-2023 Capital Improvement Plan on October 2, 2017 and September 21, 2017, respectively. On October 3, 2017, the City Manager presented the budget message to Council.

RCW 35.33 requires the City to hold hearings prior to adoption of the 2018 budget ordinance. A revenue hearing was conducted on October 17, 2017 and a Town Hall meeting was held on October 19, 2016 where the public was allowed the opportunity to interact and ask questions. An additional public hearing was held at the City Council meeting on November 7, 2017.

Total appropriations for each separate fund are adopted by Council through this ordinance. Appropriations are the legal amounts that can be expended in total for each individual fund presented. Expenditures that would exceed total appropriations in each fund will require a budget amendment by ordinance. Appropriations for all budgeted funds in 2018 total \$283,093,603.

A first reading of Ordinance No. 49-17 was given at the November 7, 2017 meeting, and no exceptions were taken. Staff recommends approval of Ordinance 49-17.

Fiscal Impact:

Yes The proposed 2018 budgeted appropriations for all funds total \$283,093,603.

Attachments:

1. Ordinance No. 49-17
2. Appropriations for 2018

ORDINANCE NO. 49-17

AN ORDINANCE of the City of Richland adopting the 2018 Annual Budget, including the 2018-2023 Capital Improvement Plan of the City of Richland.

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

Section 1. Budget Adopted. The Annual Budget of the City of Richland for the year 2018, including the 2018-2023 Capital Improvement Plan, and each and every fund thereof as fixed and determined in the Proposed Budget for the year 2018, as revised by the City Council, is hereby adopted as the Budget of the City for the year 2018. The total appropriations for each of the funds of the City of Richland are as follows:

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$ 56,928,948	\$ 2,345,542	\$ 59,274,490	\$ 59,274,490
Special Revenue Funds:				
City Streets	3,291,497	98,498	3,389,995	3,389,995
Transportation Benefit District	873,600	-	873,600	856,128
Park Reserve	577,720	26,775	604,495	554,495
Industrial Development	3,158,753	-	3,158,753	2,719,298
Criminal Justice	51,851	7,795	59,646	59,646
PFD Facility Contingency	69,509	-	69,509	-
Criminal Justice Sales Tax	1,687,778	608,102	2,295,880	2,295,880
BCES Operations	4,619,017	-	4,619,017	4,619,017
Hotel/Motel Tax	1,007,500	330,000	1,337,500	1,337,500
Special Lodging Assmnt	525,500	-	525,500	525,500
Community Dev. Block Grant	355,200	9,090	364,290	364,290
HOME	773,900	-	773,900	773,900
Debt Service Funds:				
LTGO Bonds	1,242,718	-	1,242,718	1,226,718
Fire Station 74	240,306	-	240,306	240,306
Police Station	246,200	-	246,200	246,200
Richland Community Center	310,600	-	310,600	310,600
Library Remodel	1,381,650	-	1,381,650	1,381,650
RAISE Area	656,748	-	656,748	656,748
LID Guaranty	9,500	-	9,500	10
Special Assessment	26,695	134,410	161,105	1,105
Capital Projects Funds:				
Streets Capital Projects	26,436,843	-	26,436,843	26,406,843
Capital Improvement	1,338,000	2,368,113	3,706,113	2,628,856
Parks Capital Projects	2,398,000	-	2,398,000	2,398,000
General Government Construction	1,991,820	-	1,991,820	1,991,820

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
Enterprise Funds:				
Electric	85,427,521	3,152,239	88,579,760	88,579,760
Water	17,336,979	2,837,257	20,174,236	20,174,236
Wastewater	10,252,530	1,134,661	11,387,191	11,387,191
Solid Waste	9,137,110	1,313,413	10,450,523	10,450,523
Stormwater	2,527,830	896,711	3,424,541	3,424,541
Golf Course	1,782,047	72,962	1,855,009	1,855,009
Medical Services	4,274,450	149,880	4,424,330	4,424,330
Broadband	320,104	18,353	338,457	338,457
Internal Service Funds:				
Equipment Maintenance	3,897,836	-	3,897,836	3,897,637
Equipment Replacement	4,832,515	-	4,832,515	4,609,704
Public Works Adm & Eng.	4,265,150	-	4,265,150	4,115,150
Workers Compensation	1,693,818	-	1,693,818	1,224,305
Employee Benefits	11,592,000	96,306	11,688,306	11,688,306
Unemployment	96,775	65,040	161,815	161,815
Post Employment Benefit	1,672,830	-	1,672,830	1,610,994
Trust Funds:				
Fire Pension	409,425	-	409,425	409,425
Police Pension	483,225	-	483,225	483,225
Totals	\$ 270,201,998	\$ 15,665,147	\$285,867,145	\$ 283,093,603

Section 2. Salaries and Wages. The total cumulative salaries and wages set forth in in the budget document represent the maximum approved expenditure, subject to the requirements and limitations set forth in the Compensation Plan for Unaffiliated employees and Collective Bargaining Agreements for Affiliated employees, or other contracts approved by Council. It is understood that, in the interests of operational efficiency and business need, the City Manager may amend salaries and wages within departments and divisions as long as the total labor budget is not exceeded.

Section 3. This Ordinance shall take effect the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: November 26, 2017

City of Richland 2018 Proposed Budget

Appropriations by Major Category - All Funds

Funds	Personnel	Supplies	Charges & Services	Intergovernmental Services	Transfers To Other Funds	Capital Outlay	Debt Service	Interfund Services	Total Appropriations
General Fund	\$ 34,334,873	\$ 2,680,319	\$ 7,984,010	\$ 3,447,347	\$ 6,524,526	\$ 1,177,433	\$ -	\$ 3,125,982	\$ 59,274,490
Special Revenue Funds:									
City Streets	1,394,737	288,872	106,624	22,163	-	-	-	1,577,599	3,389,995
Transportation Benefit District	-	-	-	-	856,128	-	-	-	856,128
Park Reserve	-	-	25,000	-	529,495	-	-	-	554,495
Industrial Development	274,283	1,500	362,849	1,000	1,674,547	59,020	96,255	249,844	2,719,298
Criminal Justice	-	-	-	-	59,646	-	-	-	59,646
PFD Facility Contingency	-	-	-	-	-	-	-	-	-
Criminal Justice Sales Tax	1,253,423	319,583	55,190	229,035	246,160	-	-	192,489	2,295,880
BCES Operations	4,619,017	-	-	-	-	-	-	-	4,619,017
Hotel/Motel Tax	-	-	773,363	125,000	439,137	-	-	-	1,337,500
Special Lodging Assessment	-	-	525,500	-	-	-	-	-	525,500
Community Dev. Block Grant	60,242	200	128,848	-	175,000	-	-	-	364,290
HOME	60,242	-	713,658	-	-	-	-	-	773,900
Debt Service Funds:									
LTGO Bonds	-	-	-	-	-	-	1,226,718	-	1,226,718
Fire Station 74	-	-	-	-	-	-	240,306	-	240,306
Police Station	-	-	-	-	-	-	246,200	-	246,200
Richland Community Center	-	-	-	-	-	-	310,600	-	310,600
Library Remodel	-	-	-	-	-	-	1,381,650	-	1,381,650
LRF	-	-	-	-	-	-	656,748	-	656,748
LID Guaranty	-	-	-	10	-	-	-	-	10
Special Assessment	-	-	-	-	-	-	1,105	-	1,105
Capital Projects Funds:									
Streets Capital Projects	-	-	-	-	-	26,406,843	-	-	26,406,843
Capital Improvement	-	-	-	-	2,628,856	-	-	-	2,628,856
Parks Capital Projects	-	-	20,000	-	-	2,378,000	-	-	2,398,000
General Government Construction	-	-	291,820	-	-	1,700,000	-	-	1,991,820
Enterprise Funds:									
Electric	9,289,623	45,019,600	10,876,649	8,711,166	30,000	5,011,000	5,997,653	3,644,069	88,579,760
Water	2,642,476	357,484	1,365,942	2,566,950	224,000	6,361,560	3,860,919	2,794,905	20,174,236
Wastewater	2,746,682	374,420	850,386	1,234,200	97,310	2,278,000	2,014,116	1,792,077	11,387,191
Solid Waste	3,032,370	258,122	1,027,998	1,093,512	-	1,336,600	131,703	3,570,218	10,450,523
Stormwater	246,155	44,232	99,004	196,425	-	1,725,587	259,047	854,091	3,424,541
Golf Course	-	-	1,521,311	31,000	-	30,000	272,698	-	1,855,009
Medical Services	3,059,983	111,064	277,623	124,192	-	-	-	851,468	4,424,330
Broadband	-	-	23,737	18,000	23,534	100,000	170,686	2,500	338,457
Internal Service Funds:									
Equipment Maintenance	1,038,998	2,375,250	106,110	-	-	-	-	377,279	3,897,637
Equipment Replacement	-	-	25,327	-	-	4,324,551	188,141	71,685	4,609,704
Public Works Adm & Eng.	3,321,461	33,125	274,164	-	-	-	-	486,400	4,115,150
Workers Compensation	1,010,000	-	138,800	-	-	-	-	75,505	1,224,305
Healthcare Benefits Plan	11,390,885	-	142,930	-	-	-	-	154,491	11,688,306
Unemployment	160,000	-	-	-	-	-	-	1,815	161,815
Post Employment Healthcare Plan	1,570,800	-	21,480	-	-	-	-	18,714	1,610,994
Trust Funds:									
Fire Pension	397,000	450	11,975	-	-	-	-	-	409,425
Police Pension	478,850	450	3,925	-	-	-	-	-	483,225
Total	\$ 82,382,100	\$ 51,864,671	\$ 27,754,223	\$ 17,800,000	\$ 13,508,339	\$ 52,888,594	\$ 17,054,545	\$ 19,841,131	\$ 283,093,603



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 50-17, Amending Chapter 15.20 RMC regarding Solid Waste Rates

Department:
Public Works

Ordinance/Resolution Number:
50-17

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 50-17, amending RMC Title 15: Solid Waste, Chapter 15.20 related to service level and commercial fees.

Summary:

Richland Municipal Code (RMC) Title 15 defines the terms of service for the City-delivered solid waste service. Staff has reviewed the RMC to compare to business practice, improve clarity and improve operating efficiency. Proposed revisions were drafted to clarify the service and expectations, effectively deal with overloaded commercial refuse containers and to align the RMC with current operations.

For residential customers, the code change requires containers to be placed at the curb before 6:00 a.m. on the day of service instead of the current 7:00 a.m. This is proposed to enable a potential earlier start to collections on hot summer days when the City's vehicle fleet is subject to overheating. In addition, the proposed code language makes explicit the prohibition against packaging and bags in the yard waste containers. This is not a change in policy, but adds clarity to the municipal code. The proposed language also corrects an internal reference related to extra waste service.

For commercial customers, the proposed revision institutes fees for service to overloaded refuse containers. Overloaded containers result in garbage spilling around the container either before or during servicing. The City's rates are established to recover the costs of efficient service to containers and not to site cleanup and additional service of manually loading containers for additional dumps. The proposed fees will align Richland services with other solid waste service providers, and protect the integrity of the City's rate setting policies that fairly assign costs to service.

Staff recommends making the suggested changes to Title 15, Solid Waste. Council approved first reading of the proposed changes at its November 7, 2017 meeting. No exceptions were taken.

Fiscal Impact:

The only item in this proposed ordinance that is expected to have a financial impact is the imposition of new fees for overloaded commercial containers. Staff has not estimated any additional revenue generation from this item. Staff expects customers to respond to the occasional charge by right sizing their service such that revenue from the overloaded container charges will be very small.

Attachments:

- I. Ordinance No. 50-17

ORDINANCE NO. 50-17

AN ORDINANCE of the City of Richland Amending Title 15: Solid Waste, of the Richland Municipal Code to clarify service level and introduce commercial container fees.

WHEREAS, Title 15 of the Richland Municipal Code (RMC) defines the terms of service for City-delivered solid waste services; and

WHEREAS, from time to time, staff conducts a review of the RMC to ensure alignment with current business practices, improve clarity, and to improve operating efficiency; and

WHEREAS, staff is seeking new provisions to more effectively deal with overloaded commercial refuse containers and to align the RMC with current operations; and

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

Section 1. Richland Municipal Code (RMC) Chapter 15.08, entitled Definitions, as enacted by Ordinance No. 79 and last amended by Ordinance No. 61-16, is hereby amended to read as follows, adding a new definition:

Chapter 15.08 DEFINITIONS

Sections:

- 15.08.010 Definitions.
- 15.08.015 All-weather road.
- 15.08.017 Apartment residential waste.
- 15.08.020 Ashes.
- 15.08.030 Commercial establishment.
- 15.08.033 Construction/remodel/demolition waste.
- 15.08.034 Container.
- 15.08.036 Director.
- 15.08.040 Garbage.
- 15.08.050 Multifamily residence.
- [15.08.055 Overloaded container.](#)
- 15.08.060 Person.
- 15.08.070 Public food establishment.
- 15.08.080 Refuse.
- 15.08.090 Residence.
- 15.08.093 Residential waste.
- 15.08.095 Richland resident.

- 15.08.100 Rubbish.
- 15.08.110 *Repealed.*
- 15.08.120 Swill.
- 15.08.130 Richland commercial customer.
- 15.08.140 Extra refuse.
- 15.08.150 Unsecured load.

15.08.055 Overloaded container.

“Overloaded container” means a commercial container in which material has been placed to a height that exceeds the top of the container walls.

Section 2. Richland Municipal Code (RMC) Chapter 15.20, entitled Rates, as enacted by Ordinance No. 79 and last amended by Ordinance No. 61-16, is hereby amended to read as follows:

**Chapter 15.20
RATES**

Sections:

- 15.20.010 Delinquency.**
- 15.20.020 Schedule for service charges.**
- 15.20.025 Special residential rates – Low income senior citizens and low income disabled citizens.**
- 15.20.030 Service by contract-authorized haulers.**

15.20.010 Delinquency.

Bills are due and payable upon receipt, and are delinquent after 20 days from date of billing. Late fees and interest will be charged on all delinquent accounts according to RMC 3.30.040. Failure to receive bill will not release the customer from payment of the obligation due. Refuse containers may be picked up due to lack of payment. A dispatch fee will be required to be paid, along with all past due amounts, prior to return of the refuse container. [Ord. 79 § 5.01; Ord. 81-74 § 1.01; Ord. 22-75 § 1.08; Ord. 38-95; Ord. 34-96; Ord. 37-02; Ord. 03-10 § 1.03; Ord. 43-12 § 1.01; Ord. 15-13 § 1.02; Ord. 21-15 § 1.03; Ord. 61-16 § 1].

15.20.020 Schedule for service charges.

A. Residences. The owner or current tenant of each occupied residence other than those specified under special charges as authorized in RMC 15.12.050 shall be charged in accordance with the following schedule for the collection and removal of normal accumulations of refuse placed in the residential container(s) for disposal. The foregoing shall not include the removal of refuse resulting from major renovations or new construction or of earth, rocks, sod, dead animals, animal wastes, lead acid batteries or liquids.

Residential requests for call back or returns by solid waste personnel to empty containers which had cars parked too close to a container; were not at curbside and in

street by ~~7:00~~ 6:00 a.m.; ~~had grass, cardboard or any other obstruction preventing the flow of the refuse out of the container~~ were packed in such a way that refuse would not exit the container when tipped; or to pick up additional refuse will be charged a call back fee.

MONTHLY RESIDENTIAL SOLID WASTE RATES

	Monthly Rate	Residential Call Back
Basic Refuse Service	\$17.50	\$12.00
Refuse – No Yard Waste	16.65	12.00
Recycling – Optional Additional Fee	5.70	12.00
Additional Refuse Container Fee	8.15	N/A
Additional Yard Waste or Recycling Container	2.00	N/A

All residential services will receive one gray container for household waste and one green container for yard waste identified by their color. The household (gray) container will be picked up weekly on the designated collection day. The yard waste (green) container will be collected every other week throughout the year except during extended freezing periods.

Yard waste (green) containers shall only contain vegetation material such as grass clippings and plant trimmings including woody material less than 12 inches in diameter. Dirt, construction and demolition debris, packaging or bags, tree branches of more than 12 inches in diameter, or rubble is not allowed in the yard waste containers. Failure to use this container as described will result in no service to the can with follow up communication on the reason/corrective action needed. If the practice continues, it could lead ~~up~~ to additional charges being applied and/or termination of yard waste service.

A residence may be considered exempt from having a yard waste container and fee if all landscape space is commonly owned, such as is found at condominiums with a homeowners' association. Residences meeting this criterion will only be billed the "Refuse – No Yard Waste" fee once they have contacted the director and the exemption has been verified.

Recycling collection service will be available to all Richland residential customers upon request. If requested, a blue recycling container will be delivered to the customer and recycling will be collected on an every-other-week basis on the designated collection day. Allowed recycled materials are cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Repeated failure to use this container as described could result in termination of service.

Extra curbside garbage service is available upon request. Extra waste shall be bagged or bundled as described in RMC ~~15.12.030~~ 08.140 and placed at the curb on the

customer's normal collection day. A charge of \$3.00 will be applied for each additional garbage can load.

B. Occupied Residences. A residence shall be considered occupied until the owner or his authorized agent notifies the city's utility billing department that the unit is vacant. Vacancy status starts the date the owner gives proper notice or at a date specified in the future by the owner. A residence is considered occupied until it no longer contains personal property. Upon notification to the city, the account can be placed in abeyance for a fee of \$20.00, which will suspend the monthly refuse charge until notification of occupancy is received by utility billing.

C. Condominiums and townhouse occupants are considered residential customers and billed accordingly. If space is not available for individual containers, the director will identify a container storage location and container size that will accommodate the occupants. Billing of shared refuse containers will be to the homeowners' association account or similar shared user account.

D. All multifamily housing units will have commercial containers appropriately sized for the refuse demand placed at the housing complexes and refuse services will be billed to the landlord/owner account. If shared container service is not practical, the landlord/owner account will be charged the individual service rate per this code and individual residential containers provided.

E. Drop box container service rates are indicated in the following schedule. Drop box container services will be considered temporary for the first two months of service and charged per day rent charges accordingly. After two consecutive months of service, users will be considered permanent. Disposal fees are subject to a one-ton minimum.

**MISCELLANEOUS COMMERCIAL CONTAINER RATES
DROP BOX CONTAINER SERVICE**

Year in Effect	Container Type/Descriptor	Hauling Fee	Disposal Charge per Ton	Per Day Rent Charge	Delivery Charge
Rate	Drop Box – Permanent	\$150.00	\$48.00	N/A	\$45.00
	Drop Box – Temporary	150.00	48.00	\$5.00	45.00

* Monthly Minimum Fee – Drop box containers that are not picked up at least monthly will be charged a minimum fee consisting of: one hauling fee, a one-ton disposal charge, and per day rent charges.

All drop box containers that are overloaded, blocked or not ready to haul when the scheduled service arrives, will be charged \$45 for the additional service attempt.

F. Commercial. With the exception of large accounts covered by special contract, the refuse charge for commercial accounts will be at the rates indicated in the following schedules. ~~Compacted refuse will be charged two times (double) the uncompacted rate.~~

In the Uptown and Parkway shopping centers, the commercial refuse charge will be billed according to the table below for the classification of business occupying the parcel/rental space. The owner of record per the Benton County auditor's office will be billed when multiple tenants occupy one parcel. On parcels with one tenant, refuse will be billed to the active utility account for that tenant. When these parcels are vacant, the utility charges will revert to the owner/landlord account. Abeyance is not allowed for vacant status due to the container being shared and still needing service on a regular basis. Review and adjustment of charges will be available ~~no less frequently than every six months~~ annually to keep the customer accounts current with the classification of businesses in each space.

Classification	Service Type	Rate
Office/Service	100 gallon	\$19.60
Small Retail	1 yard	54.10
Medium Retail	2 yard – Twice a week	165.65
Large Retail	6 yard	192.75
Small Restaurant	2 yard	82.80
Medium Restaurant	2 yard – Twice a week	165.65
Large Restaurant	8 yard	290.00

Commercial customers who prohibit access for scheduled container pickup shall be charged a call back charge. Examples of prohibited access include, but are not limited to, cars parked too close to a container, locked refuse enclosures, or cars blocking container enclosures.

Commercial customers who overload the provided refuse container will be charged a \$15-per-yard charge for the extra refuse. Repeated incidents of this situation will subject the customer to a review of their service by the director and a possible requirement to increase container size or collection frequency.

COMMERCIAL COLLECTION RATES

Container Size	Collection Frequency per Week					Unscheduled Pickup	Commercial Call Back	Container Size Change Fee
	1X	2X	3X	4X	5X			
100 gallon	\$19.60	\$39.20	\$58.85	\$78.45	\$98.05	\$18.85	\$26.00	\$50.00

COMMERCIAL COLLECTION RATES

Container Size	Collection Frequency per Week					Unscheduled Pickup	Commercial Call Back	Container Size Change Fee
	1X	2X	3X	4X	5X			
1 yard – 300 gallon	54.10	108.10	162.15	216.05	270.15	50.90	26.00	50.00
2 yard	82.80	165.65	248.45	331.25	414.05	50.90	26.00	50.00
4 yard	145.00	290.00	435.00	579.90	724.90	48.10	26.00	50.00
5 yard	168.80	337.70	506.60	675.40	844.25	58.30	26.00	50.00
6 yard	192.75	385.50	578.15	770.85	963.55	68.35	26.00	50.00
8 yard	221.75	443.50	665.25	887.00	1,108.75	88.40	26.00	50.00
Commercial cardboard recycling	40.30	80.55	120.80	160.95	201.25	24.35	26.00	50.00

* Compacted front and rear loader refuse will be charged at two times (double) the uncompacted rate.

G. Commercial recycling is an optional service. The recycling container allows for a mix of recyclable materials in one 96- or 300-gallon container. The allowed recyclables include cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Failure to use this container as described will result in an additional refuse container fee added to the utility bill. Call back fees apply for any recycling containers that are not accessible on the scheduled pickup day.

COMMERCIAL RECYCLING RATES

Container Size	EOW* Service	Weekly Service	Unscheduled Pickup
96 Gallon	\$5.70		
300 Gallon	13.90		
96 and 300 Gallon – Call Back	12.00		
4 Yard		\$116.45	\$26.90
6 Yard		148.10	34.20
8 Yard		179.75	41.50

* EOW = Every Other Week – frequency container is picked up.

H. Disposal of residential waste at the Richland landfill will be subject to the following rates:

SELF-HAUL TO RICHLAND LANDFILL – RESIDENTIAL

Customer	Load Size	Rate	Description/Qualifiers
Richland Resident	Up to 1,200 lbs.	\$10.00	Ordinary residential waste including, but not limited to, construction and demolition waste and extra refuse.
	Over 1,200 lbs.	See Commercial Rate	
Richland Resident	All	\$0.00	Clean yard waste.
Non-Richland Resident	Up to 1,200 lbs.	\$25.00	Ordinary residential waste including, but not limited to, construction and demolition waste and extra refuse.
	Over 1,200 lbs.	See Commercial Rate	
Non-Richland Resident	Up to 1,200 lbs.	\$15.00	Clean yard waste.
Appliances Containing CFCs – Benton County Residents Only	Per appliance	\$46.00 each	Appliances containing chlorofluorocarbons, including, but not limited to, refrigerators and air conditioning units.
White Goods – Benton County Residents Only	Per appliance	\$7.00 each	Appliances including, but not limited to, stoves, washers, dryers, microwaves, and hot water tanks.
Dead Animals – Benton County Residents Only	Small animals	\$75.00 or	Small animals – dogs, cats, etc., generally less than 100 lbs.
	Large animals	\$150.00 each	Large animals – horses, cattle, etc., approximately 100 lbs. or more.

I. Depositors of commercial loads at the Richland landfill will be charged at rates in accordance with the following schedule:

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

Customer	Load Size	Rate	Description/Qualifiers
Richland Commercial	Up to 1,200 lbs.	\$30.00 per load	Garbage, refuse, rubbish and construction remodel demolition waste.
Non-Richland Commercial	Up to 1,200 lbs.	54.25 per load	

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

Customer	Load Size	Rate	Description/Qualifiers
Richland Commercial	Over 1,200 lbs.	51.10 per ton	
Non-Richland Commercial	Over 1,200 lbs.	76.15 per ton	
Richland Commercial	Per ton	25.00	Commercial disposal of concrete, asphalt, rock or dirt.
Non-Richland Commercial	Per ton	49.00	
Richland Commercial	Per ton	25.00	Clean yard waste.
Non-Richland Commercial	Per ton	40.00	
Richland Commercial	Per ton	0.00	Chipped yard waste. This is limited to organic material chipped to a maximum dimension of three inches using a chipper machine in a commercial operation.
Non-Richland Commercial	Per ton	0.00	
Tires Only	Car tires	4.00 each	Disposal of tires. The same charge applies to all customers.
	Truck tires	9.00 each	
	Heavy equipment	125.00 per ton \$30.00 minimum	
Tires with Rims	Car tires	7.00 each	
	Truck tires	12.00 each	
	Heavy equipment	125.00 per ton \$30.00 minimum	
Petroleum Contaminated Soil	Per ton	103.00	Disposal of soil that has been contaminated by gas, diesel or other petroleum products.
Nonfriable Asbestos	Per ton	103.00	Asbestos deemed nonfriable with required certification.

J. Special Contracts. The city manager, upon approval by council, shall have the authority to enter into contracts with persons who have large volumes or special requirements for collection or disposal of refuse. The price for such special service shall be in an amount sufficient to fully cover the cost to the city for providing such service.

K. All users of the disposal site will receive a receipt for their charges. Requests for production of the signed receipts or scale tickets will be subject to an administrative fee. [Ord. 79 § 5.02; Ord. 462; Ord. 719; Ord. 81-74 § 1.02; Ord. 22-75 § 1.09; Ord. 53-75; Ord. 51-76 § 1.02; Ord. 87-77; Ord. 92-79; Ord. 67-81; Ord. 59-82; Ord. 36-84; Ord. 21-85; Ord. 21-86; Ord. 31-86; Ord. 3-88; Ord. 13-89; Ord. 7-90; Ord. 31-90; Ord. 16-93; Ord. 38-95; Ord. 52-99; Ord. 37-02; Ord. 21-05; Ord. 03-10 § 1.03; Ord. 03-12 § 1; Ord. 10-12 § 1; Ord. 43-12 § 1.01; Ord. 43-12A § 1.01; Ord. 15-13 § 1.02; Ord. 21-15 § 1.03; Ord. 61-16 § 1].

15.20.025 Special residential rates – Low income senior citizens and low income disabled citizens.

There shall be a 60 percent discount applied to rates specified in RMC 15.20.020(A) for solid waste collection services provided to residential customers qualifying as low income senior citizens or low income disabled citizens. Additional rate information regarding low income senior citizens and low income disabled citizens can be found in Chapter 3.29 RMC. [Ord. 15-91; Ord. 38-95; Ord. 37-02; Ord. 03-10 § 1.03; Ord. 43-12 § 1.01; Ord. 15-13 § 1.02; Ord. 61-16 § 1].

15.20.030 Service by contract-authorized haulers.

When residential collection services by private corporations are authorized by contract, the service provider shall collect from each residential account a Richland landfill self-haul surcharge in the amount of \$0.80 per month. The surcharge is equivalent to the component of the residential collection rate listed in RMC 15.20.020 that subsidizes reduced disposal fees at the Richland landfill for Richland residents. The Richland landfill self-haul surcharge shall be collected by the contract service provider and be paid to the city on or before the twenty-fifth day of each month. [Ord. 15-13 § 1.02; Ord. 15-13A § 1.02; Ord. 61-16 § 1].

Section 3. 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, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: November 26, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 52-17, Amending RMC Title 16: Stormwater, Chapter 16.06 Construction and Post-Construction Stormwater

Department:
Public Works

Ordinance/Resolution Number:
52-17

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 52-17, amending RMC Chapter 16.06 Construction and Post-Construction Stormwater.

Summary:

The City's Stormwater Utility is regulated by Washington State through a National Pollutant Discharge Elimination System (NPDES) permit. Compliance with the permit allows the City to continue utilization of long-standing infrastructure for stormwater runoff management and shields the City from the regulatory enforcement actions and third-party legal action.

The current permit requires that permittees adopt regulations on or before December 31, 2017 that require on-site management of stormwater runoff on development and redevelopment sites. Long-standing City engineering requirements for new site developments comply with the permit requirement, but redevelopment projects are presently subject to less stringent requirements. Staff has drafted the proposed municipal code provisions to apply the same standards to redevelopment sites as currently applies to new development sites.

Staff recommends adoption of the proposed municipal code language to achieve compliance with the City's permit obligations. Council approved first reading of the proposed ordinance at its November 7, 2017 meeting. No exceptions were taken.

Fiscal Impact:

The proposed code change will not decrease or increase revenue to the Stormwater Fund. It will, however, improve the operational efficiency and regulatory compliance. It will also impose additional costs on site redevelopment projects.

Attachments:

- I. Ordinance No. 52-17

ORDINANCE NO. 52-17

AN ORDINANCE of the City of Richland Amending Title 16: Stormwater, of the Richland Municipal Code regarding construction and post construction requirements.

WHEREAS, the City's Stormwater Utility is regulated by Washington State through a National Pollutant Discharge Elimination System (NPDES) permit; and

WHEREAS, compliance with the permit allows the City to continue utilization of long-standing infrastructure for stormwater runoff management and shields the City from the regulatory enforcement actions and third-party legal action; and

WHEREAS, the current permit requires that permittees adopt regulations on or before December 31, 2017 that require on-site management of stormwater runoff on development and redevelopment sites; and

WHEREAS, long-standing City engineering requirements for new site developments comply with the permit requirement, but redevelopment projects are presently subject to less stringent requirements; and

WHEREAS, staff has drafted the proposed municipal code provisions to apply the same standards to redevelopment sites as currently applies to new development sites; and

WHEREAS, staff recommends adoption of the proposed municipal code language to achieve compliance with the City's permit obligations.

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

Section 1. Richland Municipal Code (RMC) Chapter 16.06, entitled Construction and Post-Construction Stormwater, as enacted by Ordinance No. 12-10, is hereby amended to read as follows:

Chapter 16.06 CONSTRUCTION AND POST-CONSTRUCTION STORMWATER

Sections:

- 16.06.010 Administration and purpose.**
- 16.06.020 Applicability.**
- 16.06.030 Construction.**
- 16.06.040 Final acceptance of permanent stormwater facilities.**
- 16.06.050 Post-construction responsibilities.**
- 16.06.060 Authorization of enforcement personnel.**

- 16.06.070 Right of entry and sampling.**
- 16.06.080 Liability.**
- 16.06.090 Severability.**

16.06.010 Administration and purpose.

Administration, implementation, interpretation and enforcement of this title shall be the responsibility of the public works director or the public works director's designated representative. The public works director shall adopt and revise, as necessary, such instructions, policies and forms as are necessary to carry out the provisions of this title.

It is the purpose of this code to provide for an exercise of the police powers of the city of Richland to promote, protect and preserve the health, safety and welfare of the general public by establishing minimum stormwater management requirements and controls to regulate stormwater runoff from construction, development and redevelopment. This code does not create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted. The provisions of this code shall be liberally construed to accomplish this purpose. It is the specific intent of this code to place the obligation of compliance upon the owner/operator. Nothing contained in this code is intended to be or shall be construed to create or form the basis for liability on the part of the city of Richland.

This code establishes methods for controlling the introduction of runoff and pollutants into the municipal separate storm sewer system (MS4) in order to comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The objectives of this chapter are:

- A. To regulate the contribution of runoff and pollutants to the municipal separate storm sewer system from stormwater discharges from land-disturbing activities, construction activities, new land development and redevelopment; and
- B. To establish legal authority to carry out all inspection, surveillance, monitoring procedures and enforcement necessary to ensure compliance with this chapter; and
- C. To provide long-term responsibility for and maintenance of stormwater BMPs. [Ord. 12-10 § 1.03].

16.06.020 Applicability.

A. This title shall be applicable to all construction activity and land development within the city limits and meeting one or more of the criteria listed below:

- 1. Construction activities, new development and redevelopment on sites of one acre or more;

2. Any new development or redevelopment, regardless of size, that is identified by the director to be an area where the land use has the potential to generate contaminated runoff; or

3. Land development activities that are smaller than the minimum applicability criteria set above if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules. This could include single-family home building on platted lots and development within a short plat or binding site plan.

B. The following activities are exempt from this title:

1. Forest Practices. Forest practices regulated under Title 222 WAC are exempt. Conversions of forest lands to other uses are not exempt.

2. Commercial Agriculture. Commercial agriculture practices involving working the land for production are generally exempt. However, the construction of impervious surfaces is not exempt.

3. Oil and Gas Field Activities or Operations. Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines, natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain best management practices to minimize erosion and control sediment during and after construction activities to help ensure protection of surface water quality during storm events.

4. Road and Parking Area Preservation/Maintenance. The following road and parking area maintenance practices are exempt:

- a. Pothole and square cut patching;
- b. Crack sealing;
- c. Resurfacing with in-kind material without expanding the road prism;
- d. Overlaying existing asphalt or concrete pavement with bituminous surface treatment (BST or "chip seal"), asphalt or concrete without expanding the area of coverage;
- e. Shoulder grading;
- f. Reshaping/regrading drainage systems; and
- g. Vegetation maintenance. [Ord. 12-10 § 1.03].

16.06.030 Construction.

A. General Requirements. All construction activities subject to this title shall be required to comply with the standards and requirements set forth.

1. City of Richland Standard Design Guidelines and Construction Details.

2. Stormwater Management Manual for Eastern Washington (SWMMEW).

B. Operators may qualify for reduced submittal and inspection requirements if the following conditions are met:

1. The project will result in disturbance of less than five acres and the site is not a portion of a larger development or sale that will disturb five acres or more; and
2. The project qualifies for an erosivity waiver from the Department of Ecology.

To qualify for the reduced requirements, the owner or operator must submit a completed erosivity waiver certification at the time of site plan submittal. Certification must include a statement the owner or operator will implement erosion and sediment control BMPs in compliance with city standards.

C. Stormwater Pollution Prevention Plan. All projects shall submit a stormwater pollution prevention plan (SWPPP).

D. All projects must retain runoff generated on-site for, at a minimum, the 25-year, 24-hour rainfall event.

~~D.~~ E. Requirements for Utility Construction. Utility agencies and/or their contractors shall additionally comply with the following requirements:

1. Utility agencies and/or their contractors shall implement BMPs to prevent the release of sediment from utility construction sites. [Ord. 12-10 § 1.03].

16.06.040 Final acceptance of permanent stormwater facilities.

Upon completion of a project and before a final acceptance is granted by the city, all applicants are required to submit record drawings for any permanent BMPs. A final inspection by the city is required prior to issuance of final acceptance. [Ord. 12-10 § 1.03].

16.06.050 Post-construction responsibilities.

The property owner shall be responsible for the continual performance, operation and maintenance of all permanent private stormwater facilities in accordance with the standards and requirements of the city and shall remain responsible for any liability as a result of these duties.

New permanent private stormwater facilities shall have a written operation and maintenance (O&M) plan. The O&M plan shall address all permanent private stormwater facilities and BMPs at the site and address the long-term funding mechanism to support the O&M. The O&M plan shall be retained on site or within reasonable access to the site and shall be transferred with the property to the new owners.

All permanent private stormwater facilities, BMPs, O&M plans and records shall be subject to inspection by the city. [Ord. 12-10 § 1.03].

16.06.060 Authorization of enforcement personnel.

The director, and his designee, shall have the authority to conduct inspections, issue notices of violations and implement other enforcement actions under this title. [Ord. 12-10 § 1.03].

16.06.070 Right of entry and sampling.

Whenever the director has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this title, the director shall have the right to enter the premises at any reasonable time to determine if there exists an actual or potential violation of the requirements of this title. In the event that the owner or occupant refuses entry after a request to enter has been made, the city is hereby empowered to seek assistance from a court of competent jurisdiction in obtaining such entry.

The director shall have the right to employ such devices and undertake such an inspection, on or off premises, as are necessary to determine whether the requirements of this title are met. The inspection may include, but is not limited to, the following: sampling of any discharge and/or process waters, the taking of photographs, interviewing staff on alleged violations, and access to all facilities or areas within the premises that may have any effect on the discharge. [Ord. 12-10 § 1.03].

16.06.080 Liability.

Any person who undertakes or causes to be undertaken any land development shall ensure that soil erosion, sedimentation, increased pollutant loads and changed water flow characteristics resulting from the activity are controlled to minimize pollution of receiving waters. The requirements of this chapter are minimum standards and a person's compliance with the same shall not relieve such person from the duty of enacting all measures necessary to minimize pollution of receiving waters. [Ord. 12-10 § 1.03].

16.06.090 Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this chapter is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this chapter. [Ord. 12-10 § 1.03].

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 21st day of November, 20117.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: November 26, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 08-17, Awarding Bid to Potelco, Inc. for the Leslie Road Substation Construction

Department:

Energy Services

Ordinance/Resolution Number:

08-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 08-17, authorizing the City Manager to execute a contract award to Potelco, Inc. in the amount of \$1,552,018.89, and to execute change orders up to ten percent (10%) of the approved contract amount.

Summary:

The Leslie Road Substation will allow Richland Energy Services (RES) to increase reliability and serve additional load associated with customer expansion projects and future development in the area. The City's Capital Improvement Plan (CIP) includes expanding the Leslie Road Substation by purchasing a substation power transformer and associated equipment, completing a design package in 2017 and incorporating them into the substation in 2017-2018. Currently, RES has purchased all long lead-time materials and has completed a construction design package. The design package was used to complete the bid process, which will incorporate the installation of all City-owned material described above with all civil, structural, electrical and testing work needed to complete a fully operational substation.

The City received five bids on November 10, 2017, with the lowest qualified bid of \$1,552,018.89 from Potelco, Inc. of Sumner, Washington. Construction will begin in December and be completed by Mid-2018.

Staff recommends approval of Resolution No. 08-17.

Fiscal Impact:

This project is included in the City's approved 2017 Capital Improvement Plan for the Electric Utility, and funding of \$1,552,018.89 is in the City's approved 2017 Budget.

Attachments:

1. Resolution No. 08-17
2. Contract No. 207-17
3. Bid Tab Summary

RESOLUTION NO. 08-17

A RESOLUTION of the City of Richland authorizing award of bid and execution of an agreement with Potelco, Inc. for the construction of the Leslie Road Substation.

WHEREAS, the City of Richland Energy Services (RES) operates and maintains an electric utility consisting of substations, distribution equipment and infrastructure that delivers power to customers served by RES; and

WHEREAS, the City's load growth has caused power supply infrastructure to reach its capacity, and system improvements are now needed to increase the capacity; and

WHEREAS, the increase in system capacity requires the construction of an additional substation; and

WHEREAS, the City's 2017-2032 Capital Improvement Plan (CIP) identified substation construction to implement the design and equipment installation; and

WHEREAS, funds in the Electric Utility Fund of the City's approved 2017 Budget include system improvements through the City's Capital Improvement Plan for this project; and

WHEREAS, Potelco, Inc. has been selected by RES to provide the Leslie Road Substation construction, qualifying as the lowest responsive bidder through a competitive, sealed bid process.

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 agreement with Petelco, Inc. in the amount of \$1,552,018.89, and to execute change orders up to ten percent (10%) of the approved contract amount for the construction of the Leslie Road Substation.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



City of Richland
PUBLIC WORKS CONTRACT
Contract No. 207-17

Construction of Leslie Rd Substation

Project Name

ITB No. 17-0069

Project Number

THIS CONTRACT is made and entered into by and between the City of Richland (Owner), and
Potelco, Inc., a Washington

Corporation / Partnership / Sole Proprietor, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor shall do all work and furnish all material, labor, tools, supplies, equipment, apparatus, facilities, and other services necessary for the construction of Leslie Rd Substation, Sealed Bid No. 17-0069 in the amount of \$1,552,018.89, including taxes in accordance with the terms, conditions and covenants of the contract as set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. Contract Manual
- B. Washington State Department of Transportation Standard Specifications 2016 as modified by all amendments thereto as of the date of the bid opening of this Project (Standard Specifications)
- C. Special Provisions
- D. Plans, Drawings and Project Specifications
- E. Addenda (if any)
- F. Payment and Performance Bond
- G. Contractor's Bid dated October 30, 2017
- H. Any change orders, additions or deletions, if any, issued by the City

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by April 30, 2017.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain an amount specified as Liquidated Damages as refer to Paragraph 1-08.9 of the WSDOT Standard Specifications for each calendar day thereafter that the Work remains uncompleted and which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for constructing and completing the Work provided for in the Contract Documents, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:



City of Richland
PUBLIC WORKS CONTRACT
Contract No. 207-17

Base Bid	=	<u>\$1,429,115.00</u>
Sales Tax (if applicable):	8.6%	<u>\$122,903.89</u>
CONTRACT AWARD AMOUNT:	=	<u>\$1,552,018.89</u>

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of Benton County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:

CONTRACTOR:

CITY OF RICHLAND

POTELCO, INC.

By: _____
Signature Date

Name: Cynthia D. Reents, ICMA-CM
Title: City Manager

Attest: _____
Signature Date

Name: Marcia Hopkins
Title: City Clerk

Form
Approved: _____
Signature Date

Name: Heather Kintzley
Title: City Attorney

By: _____
Date

Name: _____

Title: _____

City of Richland

DATE BIDS OPENED: 10/30/17

LESLIE RD SUBSTATION

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		POTELCO INC SUMNER, WA	
				Unit Price	Total Price	Unit Price	Total Price
A-1	STORMWATER POLLUTION PREVENTION PLAN	1	LS	20,000.00	20,000.00	1,368.00	1,368.00
A-2	TEMPORARY EROSION AND POLLUTION CONTROL	1	LS	7,500.00	7,500.00	21,262.00	21,262.00
A-3	CLEARING AND GRUBBING	10350	SQ YD	1.00	10,350.00	1.20	12,420.00
A-4	UNUSABLE EXCAVATION	4100	CU YD	10.00	41,000.00	11.42	46,822.00
A-5	CLASSIFIED FILL AND BACKFILL, TYPE IIA	1300	CU YD	35.00	45,500.00	36.30	47,190.00
A-6	QUARRY SPALLS	15	CU FT	100.00	1,500.00	119.00	1,785.00
A-7	CRUSHED ROCK SURFACE COURSE W/ GEOTEXTILE	1070	CU YD	80.00	85,600.00	53.00	56,710.00
A-8	12" GALVANIZED CORRUGATED STEEL CULVERT	95	FT	135.00	12,825.00	56.00	5,320.00
A-9	EXCAVATION AND GRADING – OIL CONTAINMENT	1	LS	43,200.00	43,200.00	34,453.00	34,453.00
A-10	STRUCTURAL FILL, DRAIN ROCK AND CRUSHED ROCK – OIL CONTAINMENT	1	LS	58,800.00	58,800.00	30,680.00	30,680.00
A-11	SEPARATION FABRIC, GEOTEXTILE FABRIC, GEOMEMBRANE AND GEONET– OIL CONTAINMENT	1	LS	78,200.00	78,200.00	2,000.00	2,000.00
A-12	SYSTEM BORDER, FOUNDATION SEALS AND LINER WELDS – OIL CONTAINMENT	1	LS	33,800.00	33,800.00	3,050.00	3,050.00
A-13	DRAIN PIPE ASSEMBLIES, CONCRETE BASIN AND DRYWELL	1	LS	53,800.00	53,800.00	18,450.00	18,450.00
A-14	SYSTEM TESTING – OIL CONTAINMENT	1	LS	7,680.00	7,680.00	4,170.00	4,170.00
A-15	115 KV H-FRAME FOOTING (F1)	4	EACH	8,500.00	34,000.00	5,900.00	23,600.00
A-16	115 KV DIAGONAL BUS SUPPORT FOOTING (F2)	5	EACH	15,000.00	75,000.00	2,930.00	14,650.00
A-17	115 KV HIGH SWITCH SUPPORT FOOTING (F3)	2	EACH	15,000.00	30,000.00	3,450.00	6,900.00
A-18	115KV & 15KV SWITCH/BUS SUPPORT FOOTING (F4)	9	EACH	8,500.00	76,500.00	1,725.00	15,525.00
A-19	115 kv CIRCUIT SWITCHER FOOTING (F5)	2	EACH	15,000.00	30,000.00	3,950.00	7,900.00
A-20	115 KV HIGH BUS SUPPORT FOOTING (F6)	4	EACH	9,000.00	36,000.00	2,000.00	8,000.00
A-21	115 KV LOW SWITCH SUPPORT FOOTING (F7)	2	EACH	12,500.00	25,000.00	3,200.00	6,400.00

				ENGINEER'S ESTIMATE		POTELCO INC SUMNER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-22	TRANSFORMER FOUNDATION PAD (F8)	2	EACH	30,000.00	60,000.00	11,000.00	22,000.00
A-23	15 KV SWITCHGEAR PAD (F9)	1	LS	30,000.00	30,000.00	21,000.00	21,000.00
A-24	CONTROL BUILDING PAD (F10)	1	LS	30,000.00	30,000.00	21,000.00	21,000.00
A-25	LIGHT POLE FOUNDATION (F11)	5	Each	4,000.00	20,000.00	1,660.00	8,300.00
A-26	COMMUNICATION TOWER AND FOOTING,MFG DESIGN (F12)	1	EACH	20,000.00	20,000.00	16,000.00	16,000.00
A-27	115 KV DISCONNECT SWITCH - OWNER FURNISHED	3	EACH	7,200.00	21,600.00	3,000.00	9,000.00
A-28	115 KV DISCONNECT SWITCH WITH INTERUPTER - OWNER FURNISHED	1	EACH	11,520.00	11,520.00	4,000.00	4,000.00
A-29	115KV CIRCUIT SWITCHER INSTALLATION - OWNER FUNRNISHED	2	LS	15,360.00	30,720.00	3,600.00	7,200.00
A-30	115-12.47/7.2KV, 15/20/25MVA POWER TRANSFORMER INSTALLATION – OWNER FUNRNISHED	1	LS	40,000.00	40,000.00	30,500.00	30,500.00
A-31	115 KV POST INSULATOR INSTALLATION - OWNER FURNISHED	50	EACH	150.00	7,500.00	250.00	12,500.00
A-32	115 KV BUS/JUMPER -OWNER FURNISHED BUS/CABLE, CONTRACTOR FURNISHED CONNECTORS	1	LS	190,000.00	190,000.00	70,000.00	70,000.00
A-33	115 KV TERMINATION STRUCTURES INSTALLATION - OWNER FURNISHED	2	EACH	10,000.00	20,000.00	2,700.00	5,400.00
A-34	STRUCTURAL STEEL INSTALLATION - OWNER FURNISHED	1	LS	45,000.00	45,000.00	47,000.00	47,000.00
A-35	SWITCHGEAR/ BUILDING INSTALLATION - OWNER FURNISHED	1	EACH	15,000.00	15,000.00	18,000.00	18,000.00
A-36	15KV GROUP OPERATED VERTICAL BREAK SWITCH INSTALLATION - OWNER FUNRNISHED	2	EACH	5,760.00	11,520.00	5,000.00	10,000.00
A-37	15KV STATION POST INSULATORS - OWNER FURNISHED	6	EACH	100.00	600.00	160.00	960.00
A-38	15 kV BUS/JUMPER INSTALLATION - OWNER FURNISHED BUS/CABLE, CONTRACTOR FURNISHED CONNECTORS	1	LS	35,700.00	35,700.00	13,000.00	13,000.00
A-39	RICHLAND 15KV TRANSFORMER BUS/ARRESTER/PT INSULATION	1	LS	4,000.00	4,000.00	3,750.00	3,750.00

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		POTELCO INC SUMNER, WA	
				Unit Price	Total Price	Unit Price	Total Price
A-40	GROUNDING CONDUCTOR - 4/0 COPPER - OWNER FURNISHED CABLE	6000	FT	57,600.00	\$57,600.00	8.00	48,000.00
A-41	GROUNDING CONDUCTOR – 500 MCM COPPER - OWNER FURNISHED	100	FT	7,680.00	\$7,680.00	65.00	6,500.00
A-42	GRID COMPRESSION (SWAGED OR EXOTHERMIC) CONNECTOR WITH HARDWARE IF REQUIRED	350	EACH	150.00	52,500.00	84.00	29,400.00
A-43	GROUNDING MATERIAL/CONNECTOR - MISCELLANEOUS	1	LS	15,000.00	15,000.00	5,000.00	5,000.00
A-44	SWITCH GROUNDING PLATFORM	8	EACH	2,500.00	20,000.00	700.00	5,600.00
A-45	GROUND ROD 3/4X10 FT INSTALLATION- OWNER FURNISHED, CONTRACTOR FURNISHED CONNECTOR	31	EACH	240.00	7,440.00	400.00	12,400.00
A-46	CONDUIT SYSTEM – LOW VOLTAGE	1	LS	90,000.00	90,000.00	48,000.00	48,000.00
A-47	STATION SERVICE X-FORMER VAULT-V3	1	EACH	7,500.00	7,500.00	3,000.00	3,000.00
A-48	POWER VAULT – V29	5	EACH	13,260.00	66,300.00	2,400.00	12,000.00
A-49	POWER VAULT – V11	1	EACH	11,260.00	11,260.00	3,000.00	3,000.00
A-50	POWER VAULT - UG6-GA (4848)	3	EACH	13,260.00	39,780.00	3,000.00	9,000.00
A-51	FEEDER 6" CONDUIT SYSTEM	1	LS	80,000.00	80,000.00	71,000.00	71,000.00
A-52	LIGHTING SYSTEM INCLUDING ANCHOR BOLTS	1	LS	11,520.00	11,520.00	36,000.00	36,000.00
A-53	FENCE BLOCK WALL	1	LS	96,600.00	96,600.00	237,000.00	237,000.00
A-54	30 FT SLIDING GATE	2	EACH	15,000.00	30,000.00	20,000.00	40,000.00
A-55	MODULARE CONTROL HOUSE INCLUDING ALL EQUIP	1	LS	15,000.00	15,000.00	35,000.00	35,000.00
A-56	WATER & SEWER SERVICE	1	LS	17,500.00	17,500.00	21,000.00	21,000.00
A-57	DRIVEWAY	2	LS	15,000.00	30,000.00	20,000.00	40,000.00
A-58	3-4/0 AWG Cu. w/1-1/0 AWG Cu, 600V	1	LS	5,880.00	5,880.00	4,200.00	4,200.00
A-59	3-#2 AWG Cu. w/1-#8 AWG Cu, 600V	1	LS	2,332.50	2,332.50	2,800.00	2,800.00
A-60	3/C #4 AWG Cu. w/GRD 600V	1	LS	3,480.00	3,480.00	2,850.00	2,850.00
A-61	4/C #4 AWG Cu. 600V	1	LS	2,520.00	2,520.00	2,850.00	2,850.00
A-62	4/C #8 AWG Cu. 600V	1	LS	2,520.00	2,520.00	4,200.00	4,200.00
A-63	4/C #10 AWG Cu. 600V	1	LS	2,920.00	2,920.00	2,400.00	2,400.00
A-64	4/C #10 AWG SHIELDED Cu. 600V	1	LS	2,920.00	2,920.00	2,700.00	2,700.00
A-65	12/C #12 AWG Cu. 600V	1	LS	2,920.00	2,920.00	2,600.00	2,600.00
A-66	4/C #12 SHIELDED Cu. 600V	1	LS	2,520.00	2,520.00	2,600.00	2,600.00
A-67	19/C #12 AWG Cu. 600V	1	LS	2,520.00	2,520.00	5,400.00	5,400.00
A-68	FIBER	1	LS	2,920.00	2,920.00	4,300.00	4,300.00

				ENGINEER'S ESTIMATE		POTELCO INC SUMNER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-69	3/C #8 AWG Cu. w/ GRD 600V	1	LS	2,520.00	2,520.00	2,250.00	2,250.00
A-70	INDENTIFICATION SIGNS & SAFETY SIGNS	1	LS	2,500.00	2,500.00	800.00	800.00
A-71	TESTING, COMMISSIONING & START-UP	1	LS	43,200.00	43,200.00	17,000.00	17,000.00
A-72	TRENCH SAFETY	1	LS	2,500.00	2,500.00	7,000.00	7,000.00
A-73	STREET LIGHT	1	LS	3,000.00	3,000.00	15,000.00	15,000.00
				SUBTOTAL		\$2,142,267.50	
				8.6% SALES TAX		184,235.01	
				TOTAL		\$2,326,502.51	
				GRAND TOTAL		\$2,326,502.51	
						\$1,429,115.00	
						122,903.89	
						\$1,552,018.89	

City of Richland

ITB # 17-0069	DATE BIDS OPENED:
	LESLIE RD SUBSTATION

				WILSON CONSTRUCTION CANBY, OR		PRATER ELECTRIC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-1	STORMWATER POLLUTION PREVENTION PLAN	1	LS	14,246.81	14,246.81	1,500.00	1,500.00
A-2	TEMPORARY EROSION AND POLLUTION CONTROL	1	LS	12,238.56	12,238.56	5,000.00	5,000.00
A-3	CLEARING AND GRUBBING	10350	SQ YD	2.18	22,563.00	6.03	62,410.50
A-4	UNUSABLE EXCAVATION	4100	CU YD	17.05	69,905.00	5.00	20,500.00
A-5	CLASSIFIED FILL AND BACKFILL, TYPE IIA	1300	CU YD	25.09	32,617.00	10.00	13,000.00
A-6	QUARRY SPALLS	15	CU FT	69.81	1,047.15	200.00	3,000.00
A-7	CRUSHED ROCK SURFACE COURSE W/ GEOTEXTILE	1070	CU YD	65.99	70,609.30	84.00	89,880.00
A-8	12" GALVANIZED CORRUGATED STEEL CULVERT	95	FT	62.18	5,907.10	100.00	9,500.00
A-9	EXCAVATION AND GRADING – OIL CONTAINMENT	1	LS	30,746.92	30,746.92	41,000.00	41,000.00
A-10	STRUCTURAL FILL, DRAIN ROCK AND CRUSHED ROCK – OIL CONTAINMENT	1	LS	39,323.73	39,323.73	68,000.00	68,000.00
A-11	SEPARATION FABRIC, GEOTEXTILE FABRIC, GEOMEMBRANE AND GEONET– OIL CONTAINMENT	1	LS	66,696.87	66,696.87	69,000.00	69,000.00
A-12	SYSTEM BORDER, FOUNDATION SEALS AND LINER WELDS – OIL CONTAINMENT	1	LS	12,067.31	12,067.31	36,000.00	36,000.00
A-13	DRAIN PIPE ASSEMBLIES, CONCRETE BASIN AND DRYWELL	1	LS	22,317.37	22,317.37	31,400.00	31,400.00
A-14	SYSTEM TESTING – OIL CONTAINMENT	1	LS	2,771.67	2,771.67	500.00	500.00
A-15	115 KV H-FRAME FOOTING (F1)	4	EACH	8,190.67	32,762.68	15,500.00	62,000.00
A-16	115 KV DIAGONAL BUS SUPPORT FOOTING (F2)	5	EACH	6,569.77	32,848.85	14,000.00	70,000.00
A-17	115 KV HIGH SWITCH SUPPORT FOOTING (F3)	2	EACH	6,621.04	13,242.08	14,000.00	28,000.00
A-18	115KV & 15KV SWITCH/BUS SUPPORT FOOTING (F4)	9	EACH	5,218.30	46,964.70	4,000.00	36,000.00
A-19	115 KV CIRCUIT SWITCHER FOOTING (F5)	2	EACH	6,571.95	13,143.90	14,000.00	28,000.00
A-20	115 KV HIGH BUS SUPPORT FOOTING (F6)	4	EACH	5,255.38	21,021.52	3,500.00	14,000.00
A-21	115 KV LOW SWITCH SUPPORT FOOTING (F7)	2	EACH	5,846.59	11,693.18	7,500.00	15,000.00

				WILSON CONSTRUCTION CANBY, OR		PRATER ELECTRIC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-22	TRANSFORMER FOUNDATION PAD (F8)	2	EACH	10,987.43	21,974.86	28,000.00	56,000.00
A-23	15 KV SWITCHGEAR PAD (F9)	1	LS	33,838.20	33,838.20	25,000.00	25,000.00
A-24	CONTROL BUILDING PAD (F10)	1	LS	24,659.28	24,659.28	25,000.00	25,000.00
A-25	LIGHT POLE FOUNDATION (F11)	5	Each	2,465.17	12,325.85	2,300.00	11,500.00
A-26	COMMUNICATION TOWER AND FOOTING,MFG DESIGN (F12)	1	EACH	27,660.99	27,660.99	17,000.00	17,000.00
A-27	115 KV DISCONNECT SWITCH - OWNER FURNISHED	3	EACH	6,685.27	20,055.81	4,000.00	12,000.00
A-28	115 KV DISCONNECT SWITCH WITH INTERRUPTER - OWNER FURNISHED	1	EACH	8,356.59	8,356.59	5,200.00	5,200.00
A-29	115KV CIRCUIT SWITCHER INSTALLATION - OWNER FUNRNISHED	2	LS	10,027.91	20,055.82	8,200.00	16,400.00
A-30	115-12.47/7.2KV, 15/20/25MVA POWER TRANSFORMER INSTALLATION – OWNER FUNRNISHED	1	LS	37,648.90	37,648.90	35,000.00	35,000.00
A-31	115 KV POST INSULATOR INSTALLATION - OWNER FURNISHED	50	EACH	334.26	16,713.00	160.00	8,000.00
A-32	115 KV BUS/JUMPER -OWNER FURNISHED BUS/CABLE, CONTRACTOR FURNISHED CONNECTORS	1	LS	106,288.56	106,288.56	81,000.00	81,000.00
A-33	115 KV TERMINATION STRUCTURES INSTALLATION - OWNER FURNISHED	2	EACH	6,685.27	13,370.54	10,350.00	20,700.00
A-34	STRUCTURAL STEEL INSTALLATION - OWNER FURNISHED	1	LS	27,743.89	27,743.89	72,000.00	72,000.00
A-35	SWITCHGEAR/ BUILDING INSTALLATION - OWNER FURNISHED	1	EACH	24,278.35	24,278.35	40,000.00	40,000.00
A-36	15KV GROUP OPERATED VERTICAL BREAK SWITCH INSTALLATION - OWNER FUNRNISHED	2	EACH	4,011.17	8,022.34	6,000.00	12,000.00
A-37	15KV STATION POST INSULATORS - OWNER FURNISHED	6	EACH	83.57	501.42	100.00	600.00
A-38	15 kV BUS/JUMPER INSTALLATION - OWNER FURNISHED BUS/CABLE, CONTRACTOR FURNISHED CONNECTORS	1	LS	27,437.59	27,437.59	25,700.00	25,700.00
A-39	RICHLAND 15KV TRANSFORMER BUS/ARRESTER/PT INSULATION	1	LS	3,342.64	3,342.64	1,000.00	1,000.00

				WILSON CONSTRUCTION CANBY, OR		PRATER ELECTRIC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-40	GROUNDING CONDUCTOR - 4/0 COPPER - OWNER FURNISHED CABLE	6000	FT	12.19	73,140.00	8.14	48,840.00
A-41	GROUNDING CONDUCTOR – 500 MCM COPPER - OWNER FURNISHED	100	FT	8.35	835.00	15.00	1,500.00
A-42	GRID COMPRESSION (SWAGED OR EXOTHERMIC) CONNECTOR WITH HARDWARE IF REQUIRED	350	EACH	156.29	54,701.50	150.00	52,500.00
A-43	GROUNDING MATERIAL/CONNECTOR - MISCELLANEOUS	1	LS	11,007.79	11,007.79	3,000.00	3,000.00
A-44	SWITCH GROUNDING PLATFORM	8	EACH	1,198.77	9,590.16	1,000.00	8,000.00
A-45	GROUND ROD 3/4X10 FT INSTALLATION- OWNER FURNISHED, CONTRACTOR FURNISHED CONNECTOR	31	EACH	167.13	5,181.03	100.00	3,100.00
A-46	CONDUIT SYSTEM – LOW VOLTAGE	1	LS	98,125.28	98,125.28	66,400.00	66,400.00
A-47	STATION SERVICE X-FORMER VAULT-V3	1	EACH	3,281.31	3,281.31	1,500.00	1,500.00
A-48	POWER VAULT – V29	5	EACH	7,628.07	38,140.35	7,000.00	35,000.00
A-49	POWER VAULT – V11	1	EACH	5,084.37	5,084.37	5,200.00	5,200.00
A-50	POWER VAULT - UG6-GA (4848)	3	EACH	3,647.82	10,943.46	7,700.00	23,100.00
A-51	FEEDER 6" CONDUIT SYSTEM	1	LS	122,734.61	122,734.61	105,000.00	105,000.00
A-52	LIGHTING SYSTEM INCLUDING ANCHOR BOLTS	1	LS	45,829.75	45,829.75	41,400.00	41,400.00
A-53	FENCE BLOCK WALL	1	LS	259,654.87	259,654.87	260,000.00	260,000.00
A-54	30 FT SLIDING GATE	2	EACH	18,597.81	37,195.62	12,000.00	24,000.00
A-55	MODULARE CONTROL HOUSE INCLUDING ALL EQUIP	1	LS	17,593.08	17,593.08	13,000.00	13,000.00
A-56	WATER & SEWER SERVICE	1	LS	15,485.81	15,485.81	32,000.00	32,000.00
A-57	DRIVEWAY	2	LS	14,685.18	29,370.36	20,000.00	40,000.00
A-58	3-4/0 AWG Cu. w/1-1/0 AWG Cu, 600V	1	LS	11,156.30	11,156.30	9,300.00	9,300.00
A-59	3-#2 AWG Cu. w/1-#8 AWG Cu, 600V	1	LS	2,577.44	2,577.44	1,700.00	1,700.00
A-60	3/C #4 AWG Cu. w/GRD 600V	1	LS	11,083.30	11,083.30	1,840.00	1,840.00
A-61	4/C #4 AWG Cu. 600V	1	LS	1,767.38	1,767.38	2,300.00	2,300.00
A-62	4/C #8 AWG Cu. 600V	1	LS	2,207.20	2,207.20	2,300.00	2,300.00
A-63	4/C #10 AWG Cu. 600V	1	LS	1,726.72	1,726.72	2,000.00	2,000.00
A-64	4/C #10 AWG SHIELDED Cu. 600V	1	LS	5,467.84	5,467.84	2,000.00	2,000.00
A-65	12/C #12 AWG Cu. 600V	1	LS	2,126.24	2,126.24	2,000.00	2,000.00
A-66	4/C #12 SHIELDED Cu. 600V	1	LS	871.26	871.26	2,000.00	2,000.00
A-67	19/C #12 AWG Cu. 600V	1	LS	2,789.66	2,789.66	1,000.00	1,000.00
A-68	FIBER	1	LS	6,130.96	6,130.96	6,500.00	6,500.00

				WILSON CONSTRUCTION CANBY, OR		PRATER ELECTRIC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-69	3/C #8 AWG Cu. w/ GRD 600V	1	LS	8,369.56	8,369.56	2,000.00	2,000.00
A-70	INDENTIFICATION SIGNS & SAFETY SIGNS	1	LS	18,672.95	18,672.95	3,000.00	3,000.00
A-71	TESTING, COMMISSIONING & START-UP	1	LS	13,370.54	13,370.54	500.00	500.00
A-72	TRENCH SAFETY	1	LS	25,197.03	25,197.03	1,000.00	1,000.00
A-73	STREET LIGHT	1	LS	11,980.89	11,980.89	14,600.00	14,600.00
				SUBTOTAL		\$1,972,398.95	
				8.6% SALES TAX		169,626.31	
				TOTAL		\$2,142,025.26	
				GRAND TOTAL		\$2,142,025.26	

City of Richland

10/30/17

ITB # 17-0069

MICHELS CORPORATION
PASCO, WA

SUMMIT LINE CONSTRUCTION
HEBER CITY, UTAH

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-1	STORMWATER POLLUTION PREVENTION PLAN	1	LS	2,700.00	2,700.00	2,763.53	2,763.53
A-2	TEMPORARY EROSION AND POLLUTION CONTROL	1	LS	12,117.60	12,117.60	11,207.64	11,207.64
A-3	CLEARING AND GRUBBING	10350	SQ YD	2.16	22,356.00	4.26	44,091.00
A-4	UNUSABLE EXCAVATION	4100	CU YD	16.88	69,208.00	21.50	88,150.00
A-5	CLASSIFIED FILL AND BACKFILL, TYPE IIA	1300	CU YD	24.84	32,292.00	62.46	81,198.00
A-6	QUARRY SPALLS	15	CU FT	69.12	1,036.80	20.94	314.10
A-7	CRUSHED ROCK SURFACE COURSE W/ GEOTEXTILE	1070	CU YD	65.34	69,913.80	74.47	79,682.90
A-8	12" GALVANIZED CORRUGATED STEEL CULVERT	95	FT	61.56	5,848.20	47.67	4,528.65
A-9	EXCAVATION AND GRADING – OIL CONTAINMENT	1	LS	30,443.04	30,443.04	115,991.32	115,991.32
A-10	STRUCTURAL FILL, DRAIN ROCK AND CRUSHED ROCK – OIL CONTAINMENT	1	LS	38,935.08	38,935.08	49,905.37	49,905.37
A-11	SEPARATION FABRIC, GEOTEXTILE FABRIC, GEOMEMBRANE AND GEONET– OIL CONTAINMENT	1	LS	66,037.68	66,037.68	80,298.57	80,298.57
A-12	SYSTEM BORDER, FOUNDATION SEALS AND LINER WELDS – OIL CONTAINMENT	1	LS	11,948.04	11,948.04	26,215.81	26,215.81
A-13	DRAIN PIPE ASSEMBLIES, CONCRETE BASIN AND DRYWELL	1	LS	22,096.80	22,096.80	53,958.54	53,958.54
A-14	SYSTEM TESTING – OIL CONTAINMENT	1	LS	2,744.28	2,744.28	6,978.60	6,978.60
A-15	115 KV H-FRAME FOOTING (F1)	4	EACH	9,762.12	39,048.48	9,696.98	38,787.92
A-16	115 KV DIAGONAL BUS SUPPORT FOOTING (F2)	5	EACH	6,504.84	32,524.20	4,177.16	20,885.80
A-17	115 KV HIGH SWITCH SUPPORT FOOTING (F3)	2	EACH	6,555.60	13,111.20	5,221.45	10,442.90
A-18	115KV & 15KV SWITCH/BUS SUPPORT FOOTING (F4)	9	EACH	5,166.72	46,500.48	1,823.36	16,410.24
A-19	115 KV CIRCUIT SWITCHER FOOTING (F5)	2	EACH	6,507.00	13,014.00	5,967.37	11,934.74
A-20	115 KV HIGH BUS SUPPORT FOOTING (F6)	4	EACH	5,203.44	20,813.76	2,237.76	8,951.04
A-21	115 KV LOW SWITCH SUPPORT FOOTING (F7)	2	EACH	5,788.80	11,577.60	3,729.61	7,459.22

				MICHELS CORPORATION PASCO, WA		SUMMIT LINE CONSTRUCTION HEBER CITY, UTAH	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-22	TRANSFORMER FOUNDATION PAD (F8)	2	EACH	10,878.84	21,757.68	23,613.39	47,226.78
A-23	15 KV SWITCHGEAR PAD (F9)	1	LS	33,503.76	33,503.76	43,760.24	43,760.24
A-24	CONTROL BUILDING PAD (F10)	1	LS	24,415.56	24,415.56	50,381.72	50,381.72
A-25	LIGHT POLE FOUNDATION (F11)	5	Each	2,440.80	12,204.00	1,347.98	6,739.90
A-26	COMMUNICATION TOWER AND FOOTING,MFG DESIGN (F12)	1	EACH	21,600.00	21,600.00	9,220.74	9,220.74
A-27	115 KV DISCONNECT SWITCH - OWNER FURNISHED	3	EACH	4,909.32	14,727.96	11,781.47	35,344.41
A-28	115 KV DISCONNECT SWITCH WITH INTERRUPTER - OWNER FURNISHED	1	EACH	10,037.52	10,037.52	11,781.47	11,781.47
A-29	115KV CIRCUIT SWITCHER INSTALLATION - OWNER FUNRNISHED	2	LS	7,552.80	15,105.60	9,415.26	18,830.52
A-30	115-12.47/7.2KV, 15/20/25MVA POWER TRANSFORMER INSTALLATION – OWNER FUNRNISHED	1	LS	93,952.80	93,952.80	75,257.58	75,257.58
A-31	115 KV POST INSULATOR INSTALLATION - OWNER FURNISHED	50	EACH	141.62	7,081.00	236.63	11,831.50
A-32	115 KV BUS/JUMPER -OWNER FURNISHED BUS/CABLE, CONTRACTOR FURNISHED CONNECTORS	1	LS	111,416.35	111,416.35	115,153.71	115,153.71
A-33	115 KV TERMINATION STRUCTURES INSTALLATION - OWNER FURNISHED	2	EACH	5,664.60	11,329.20	4,732.42	9,464.84
A-34	STRUCTURAL STEEL INSTALLATION - OWNER FURNISHED	1	LS	30,211.19	30,211.19	31,076.21	31,076.21
A-35	SWITCHGEAR/ BUILDING INSTALLATION - OWNER FURNISHED	1	EACH	25,376.40	25,376.40	19,780.14	19,780.14
A-36	15KV GROUP OPERATED VERTICAL BREAK SWITCH INSTALLATION - OWNER FUNRNISHED	2	EACH	3,776.40	7,552.80	4,732.42	9,464.84
A-37	15KV STATION POST INSULATORS - OWNER FURNISHED	6	EACH	94.41	566.46	236.62	1,419.72
A-38	15 kV BUS/JUMPER INSTALLATION - OWNER FURNISHED BUS/CABLE, CONTRACTOR FURNISHED CONNECTORS	1	LS	28,343.95	28,343.95	35,189.34	35,189.34
A-39	RICHLAND 15KV TRANSFORMER BUS/ARRESTER/PT INSULATION	1	LS	10,857.60	10,857.60	630.99	630.99

				MICHELS CORPORATION PASCO, WA		SUMMIT LINE CONSTRUCTION HEBER CITY, UTAH	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-40	GROUNDING CONDUCTOR - 4/0 COPPER - OWNER FURNISHED CABLE	6000	FT	12.25	73,500.00	7.89	47,340.00
A-41	GROUNDING CONDUCTOR – 500 MCM COPPER - OWNER FURNISHED	100	FT	14.16	1,416.00	7.89	789.00
A-42	GRID COMPRESSION (SWAGED OR EXOTHERMIC) CONNECTOR WITH HARDWARE IF REQUIRED	350	EACH	90.22	31,577.00	83.03	29,060.50
A-43	GROUNDING MATERIAL/CONNECTOR - MISCELLANEOUS	1	LS	1,101.60	1,101.60	-	-
A-44	SWITCH GROUNDING PLATFORM	8	EACH	650.13	5,201.04	1,903.00	15,224.00
A-45	GROUND ROD 3/4X10 FT INSTALLATION- OWNER FURNISHED, CONTRACTOR FURNISHED CONNECTOR	31	EACH	94.41	2,926.71	23.66	733.46
A-46	CONDUIT SYSTEM – LOW VOLTAGE	1	LS	105,458.61	105,458.61	201,919.17	201,919.17
A-47	STATION SERVICE X-FORMER VAULT-V3	1	EACH	8,612.64	8,612.64	5,125.17	5,125.17
A-48	POWER VAULT – V29	5	EACH	18,424.44	92,122.20	10,324.90	51,624.50
A-49	POWER VAULT – V11	1	EACH	13,702.68	13,702.68	7,138.46	7,138.46
A-50	POWER VAULT - UG6-GA (4848)	3	EACH	3,467.52	10,402.56	11,406.11	34,218.33
A-51	FEEDER 6" CONDUIT SYSTEM	1	LS	113,754.45	113,754.45	89,265.79	89,265.79
A-52	LIGHTING SYSTEM INCLUDING ANCHOR BOLTS	1	LS	35,763.35	35,763.35	65,734.18	65,734.18
A-53	FENCE BLOCK WALL	1	LS	257,088.60	257,088.60	317,114.56	317,114.56
A-54	30 FT SLIDING GATE	2	EACH	18,414.00	36,828.00	5,719.66	11,439.32
A-55	MODULARE CONTROL HOUSE INCLUDING ALL EQUIP	1	LS	3,776.40	3,776.40	74,991.69	74,991.69
A-56	WATER & SEWER SERVICE	1	LS	29,959.38	29,959.38	47,788.06	47,788.06
A-57	DRIVEWAY	2	LS	14,540.04	29,080.08	34,890.21	69,780.42
A-58	3-4/0 AWG Cu. w/1-1/0 AWG Cu, 600V	1	LS	9,878.72	9,878.72	8,584.35	8,584.35
A-59	3-#2 AWG Cu. w/1-#8 AWG Cu, 600V	1	LS	3,542.20	3,542.20	2,501.97	2,501.97
A-60	3/C #4 AWG Cu. w/GRD 600V	1	LS	824.15	824.15	3,047.08	3,047.08
A-61	4/C #4 AWG Cu. 600V	1	LS	2,749.07	2,749.07	1,157.96	1,157.96
A-62	4/C #8 AWG Cu. 600V	1	LS	1,417.79	1,417.79	5,413.63	5,413.63
A-63	4/C #10 AWG Cu. 600V	1	LS	1,657.62	1,657.62	1,883.13	1,883.13
A-64	4/C #10 AWG SHIELDED Cu. 600V	1	LS	4,597.77	4,597.77	3,356.31	3,356.31
A-65	12/C #12 AWG Cu. 600V	1	LS	2,238.62	2,238.62	9,945.51	9,945.51
A-66	4/C #12 SHIELDED Cu. 600V	1	LS	13,955.18	13,955.18	8,952.32	8,952.32
A-67	19/C #12 AWG Cu. 600V	1	LS	2,019.20	2,019.20	1,942.36	1,942.36
A-68	FIBER	1	LS	18,527.48	18,527.48	8,472.72	8,472.72

				MICHELS CORPORATION PASCO, WA		SUMMIT LINE CONSTRUCTION HEBER CITY, UTAH	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-69	3/C #8 AWG Cu. w/ GRD 600V	1	LS	2,133.10	2,133.10	2,437.25	2,437.25
A-70	INDENTIFICATION SIGNS & SAFETY SIGNS	1	LS	1,345.41	1,345.41	3,175.00	3,175.00
A-71	TESTING, COMMISSIONING & START-UP	1	LS	7,552.80	7,552.80	23,662.10	23,662.10
A-72	TRENCH SAFETY	1	LS	24,948.00	24,948.00	52,758.22	52,758.22
A-73	STREET LIGHT	1	LS	12,775.68	12,775.68	32,435.39	32,435.39
				SUBTOTAL		\$2,006,740.96	
				8.6% SALES TAX		172,579.72	
				TOTAL		\$2,179,320.68	
				GRAND TOTAL		\$2,179,320.68	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 205-17, Authorizing Northwest Intergovernmental Energy Supply to Represent the City of Richland in the Execution of Loan Documents and to Incur Certain Financial Obligations to CoBank

Department:

Energy Services

Ordinance/Resolution Number:

205-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 205-17, authorizing Northwest Intergovernmental Energy Supply to represent the City of Richland in the execution of loan documents and to incur certain financial obligations to CoBank.

Summary:

Richland Energy Services (RES) was a founding member in 2008 of Northwest Energy Management Services (NEMS) including its member subsidiaries, including Northwest Intergovernmental Energy Supply (NIES) representing municipal electric utilities which are NEMS members.

RES has market power purchase contracts with the Bonneville Power Administration (BPA) that will expire in 2019. RES wishes to take advantage of very favorable prices in the current power market by transacting with wholesale power suppliers through NIES for power purchases for years 2020 through 2028. Adoption of Resolution No. 205-17 is one of the necessary conditions for transacting through NIES. Its adoption would authorize NIES to secure a letter of credit for credit support from CoBank during certain threshold power market conditions and authorize NIES to incur the associated indebtedness on behalf of the City.

The probability for needing to execute credit support is low and, if necessary, the extent of indebtedness would be limited to the proportional share of the City's power purchase costs through NIES. The NEMS Credit Risk Policy has been reviewed by the City's Finance division to ensure compatibility with City financial policies and procedures.

Staff recommends the adoption of Resolution No. 205-17.

Fiscal Impact:

No fiscal impact.

Attachments:

1. Resolution No. 205-17
2. Joint Resource Planning & Acquisition Agreement
3. NEMS Credit and Risk Management Policy
4. NEMS Market Purchase Flowchart

RESOLUTION NO. 205-17

A RESOLUTION of the City of Richland authorizing Northwest Intergovernmental Energy Supply to represent the City of Richland Energy Services in the execution of loan documents and incur certain financial obligations to CoBank.

WHEREAS, City of Richland, through participation of its Richland Energy Services (RES) staff, is a member of Northwest Intergovernmental Energy Supply (NIES), an intergovernmental agency organized and existing pursuant to Oregon Revised Statutes (ORS) Chapter 190; and

WHEREAS, the City and NIES have executed a Joint Resource Planning & Acquisition Agreement (JRPAA) pursuant to which RES may purchase wholesale power from NIES; and

WHEREAS, in order to provide wholesale power to RES and to other NIES members, from time to time and upon the direction of its members, NIES shall execute power purchase agreements with wholesale power suppliers; and

WHEREAS, pursuant to the terms of the JRPAA, the City shall only be severally liable for costs incurred by NIES to provide wholesale power to RES, and shall not be jointly liable for costs incurred by NIES to provide wholesale power to any other NIES members; and

WHEREAS, one or more wholesale power purchase agreements executed by NIES for the benefit of its members may require NIES to provide credit support in the form of a letter of credit issued by an eligible financial institution; and

WHEREAS, NIES has negotiated and executed a Credit Agreement and related documents with CoBank (CoBank Loan Agreements) pursuant to which CoBank shall issue letters of credit as may be necessary to meet NIES' credit support obligations under its wholesale power purchase agreements; and

WHEREAS, section 4.4 of the NIES Intergovernmental Agreement states that any indebtedness incurred by NIES requires the affirmative authorization of each individual member to be bound by such indebtedness.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Executive Director of NIES is authorized to execute the CoBank Loan Agreements and incur the indebtedness created under such Loan Agreements on behalf of the City of Richland as a member of NIES. The City agrees that it shall be liable for any indebtedness of NIES to CoBank to the extent of, and in proportion with, the City's several liability to NIES for wholesale power purchase costs pursuant to the JRPAA.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

CONTRACT NO. 157-14

JOINT RESOURCE PLANNING AND ACQUISITION AGREEMENT

This Joint Resource Planning and Acquisition Agreement (“Agreement”) is executed by and between City of Richland (“Member”), the Northwest Intergovernmental Energy Supply (“NIES”) and the Northwest Energy Management Services (“NEMS”). Member, NIES and NEMS may each be referred to herein as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Member is a Municipality serving end use consumers in the Pacific Northwest and is a member of NIES; and

WHEREAS, Member is entitled to purchase wholesale power from the Bonneville Power Administration (“BPA”) on a preferential basis pursuant to section 5(b) of the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. § 839c(b); and

WHEREAS, Member has signed a Contract High Water Mark Contract with BPA for the period commencing October 1, 2011 and ending September 30, 2028 (“BPA Contract”); and

WHEREAS, Member may need to acquire wholesale power to serve its end-use customers in addition to the power purchased from BPA; and

WHEREAS, NIES is an intergovernmental agency formed pursuant to ORS Chapter 190 for the primary purpose of assisting its members in meeting their wholesale power needs to the extent that they are not served under the BPA Contract; and

WHEREAS, Member and NIES previously executed and were parties to an Amended and Restated Load Commitment Agreement (“LCA”) pursuant to which Member was obligated to purchase, and NIES was obligated to deliver, a certain portion of Member’s wholesale power requirements that were not served under the BPA Contract; and

WHEREAS, NIES and NEMS, along with the Northwest Energy Supply Cooperative (“NESC”), previously executed and were parties to an Amended and Restated Joint Development, Agency and Power Pooling Agreement (“JPA”) pursuant to which NEMS was obligated to provide NIES and NESC with certain risk and power management services; and

WHEREAS, Under the JPA, many of NIES’ administrative obligations were authorized to be delegated to NEMS; and

WHEREAS, except as provided herein, Member, NIES and NEMS now intend to terminate the obligations of the Parties under the LCA and JPA and execute this Agreement to describe the Parties' respective rights and obligations.

NOW, THEREFORE, in consideration of the mutual obligations of NIES, Member, and NEMS as set forth in this Agreement, the Parties agree as follows:

I. DEFINITIONS

A. Capitalized Terms

All capitalized terms used herein shall have the respective meanings as defined below or as set forth in the body of this Agreement, unless the context in which such term is used clearly requires otherwise.

B. Definitions

1. Credit Support Document. Any document describing or evidencing a Party's obligation to provide credit support as required by this Agreement or a Resource Agreement.

2. Fixed Purchase Amount. The amount or percentage share of energy and associated Nonpower Attributes, which a Member is obligated or entitled to purchase, own or receive and for which Member has agreed to be financially responsible through a Specific Resource Investigation Agreement or through a Resource Agreement.

3. Member-Owned Resource. A Member-Owned Resource is a Resource, including a generating resource, power purchase agreement, or a similar power sales arrangement, an interest in which is acquired or developed and owned by one or more Participating Members of NIES, or an affiliated entity owned by one or more Participating Members of NIES pursuant to a Resource Agreement and for which NEMS will provide support services upon approval of the NIES and NEMS boards.

4. NIES-Owned Resource. A NIES-Owned Resource is a Resource, including a Generating Resource, power purchase agreement, or a similar power sales arrangement an interest in which is acquired or developed and owned by NIES, or an affiliated entity for the benefit of one or more Participating Members pursuant to a Resource Agreement.

5. Nonpower Attributes. Any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from a renewable energy generating facility and its displacement of conventional energy generation. Nonpower Attributes include but are not limited to avoided emissions of pollutants to the air, soil or water, avoided emissions of carbon dioxide and other greenhouse gases and reporting rights (including 'green tag reporting rights') to such avoided emissions. Nonpower Attributes specifically exclude (i) energy, capacity, reliability, or other power attributes of the renewable energy generating facility, (ii) tax credits or deductions, financial incentives, grants or subsidies associated with the

construction or operation of the renewable energy generating facility or use of particular fuels and (iii) credits, benefits, emissions reductions, offsets, and allowances used or required to meet applicable laws or other requirements in connection with operating the renewable energy generating facility.

6. Participating Member. Any NIES member that has executed a Specific Resource Investigation Agreement or a Resource Agreement and has thereby agreed to participate in the investigation, development or acquisition of a Resource and to be responsible for a share of the costs of such Specific Resource Investigation or Resource.

7. Participating Member Representative. The person appointed by a Participating Member under any Specific Resource Investigation Agreement or Resource Agreement, as applicable, to represent the Member on all applicable Investigative or Resource Management Committees.

8. Percentage Cost Responsibility ("PCR"). A percentage cost allocation for each Participating Member with respect to each Specific Resource Investigation and each Resource, which is calculated by NIES pursuant to the Resource Policy and Procedures and set forth in the applicable Specific Resource Investigation Agreement or Resource Agreement.

9. Resource. Any NIES-Owned Resource or Member-Owned Resource that is subject to a Resource Agreement.

10. Resource Agreement. An agreement between each of the Participating Members in a Resource and NIES establishing each Participating Member's agreement election to accept a PCR for such Resource in exchange for ownership of or entitlement to receive a Fixed Purchase Amount of such Resource, regardless of whether the Resource is ultimately terminated or operates at less than planned capacity and otherwise establishing each parties' rights and responsibilities with respect to the development, acquisition, ownership, operation and maintenance of the Resource.

11. Specific Resource Investigation Agreement. An agreement between each of the Participating Members in a Specific Resource Investigation and NIES establishing each Participating Member's election to accept a PCR for such Specific Resource Investigation consistent with its Fixed Purchase Amount for such Specific Resource Investigation and otherwise establishing each party's rights and responsibilities with respect to the Specific Resource Investigation.

II. PURPOSE, TERM AND TERMINATION

A. Purpose of Agreement.

The purpose of this Agreement is, through joint or cooperative action of the Parties, to assist the Members to plan, finance, develop, acquire, construct, reconstruct, improve, operate and/or maintain Resources so as to enable the Members to provide reliable, competitive, low-cost electric service to their ratepayers.

B. Conditions Precedent to Effectiveness of Agreement

This Agreement shall become effective and binding upon each Party upon the date of the last to occur of each of the following (the "Effective Date"):

1. Execution by Member, NIES and NEMS. Each of the Parties to this Agreement shall have duly authorized, executed and delivered this Agreement.
2. Execution by all NIES Members. Each of NIES' members, other than Member, shall have also authorized, executed and delivered an agreement that is substantially similar to this Agreement, or any non-signing member's membership in NIES has been terminated in accordance with the NIES Bylaws. Provided, however, that this section II(B)(2) shall not apply to any NIES member that has sought and is waiting to receive approval from the Rural Utilities Service prior to execution of this Agreement. The parties may waive the requirements under section II(B)(2) by mutual written agreement of each of Member, NESC and NEMS.
3. Execution by NESC and all NESC Members. NESC shall have also authorized, executed and delivered an agreement that is substantially similar to this Agreement with each of its members and NEMS.

C. LCA and JPA Terminated and Superseded

Subject to the survival of any outstanding legal obligations pursuant to Section II(D) below, the Parties intend and agree that the rights and obligations of Member, NIES and NEMS under the LCA and the JPA shall terminate on the Effective Date and shall be superseded and be replaced by the rights and obligations of Member, NIES and NEMS under this Agreement. Except as provided in Section II(D), after the Effective Date, no additional rights or obligations may be created, or new costs incurred, under the terms of the LCA or JPA. Upon the Effective Date, and subject to Section II(D), the Agreement shall be the final and complete agreement of the Parties with respect to the subject matter addressed herein. All Administrative and General Costs, as defined by Section III(D)(1), incurred by NIES and payable by Member after the Effective Date shall be governed by this Agreement and any policies adopted by NIES. Any Resources investigated or acquired after the Effective Date shall be subject to the terms of this Agreement.

D. Survival of Outstanding LCA and JPA Obligations

Notwithstanding anything to the contrary in Section II(C) above, any legal or financial obligations or commitments arising under the LCA or the JPA that remain outstanding as of the Effective Date of this Agreement shall continue to be enforceable under, and governed by, the terms of the LCA and JPA until such obligations are fully satisfied. This includes any unpaid Member Payment Amount due and owing under the LCA. This also includes any obligations or commitments made by any Party with respect to any Closed Resource Pool existing on the Effective Date. For avoidance of doubt, Resource Pools created under the LCA and JPA shall continue to be governed by the terms of the LCA and JPA until all present and future obligations with respect to such Closed Resource Pool have been fully satisfied.

E. Term of Agreement

This Agreement shall remain in full force and effect until terminated by any of the Parties according to the terms of this Agreement. Prior to the expiration of the current BPA Contract in 2028, the Parties shall negotiate in good faith to revise and amend any of the terms and conditions of this Agreement as may be necessary to address any reasonably anticipated changes to the successor agreement to the BPA Contract.

F. Termination

This Agreement may be terminated pursuant to the following terms and conditions:

1. Termination By Member With NIES Approval. With the approval of two-thirds of the Board of Directors of NIES, Member may terminate this Agreement on the date on which all of the following conditions have been satisfied:

- i. Member has delivered to NIES a written notice of intent to terminate this Agreement and has satisfied any requirements of the NIES Membership Agreement applicable to termination of this Agreement; and
- ii. No suit, action, or other proceeding shall be pending or threatened by or before any court or governmental or administrative agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with Member's termination of this Agreement; and
- iii. All required authorizations, consents, waivers, and approvals have been received from any government agency or third party whose consent is required, and have been provided to NIES by Member; and
- iv. Member and NIES have entered into a termination agreement satisfactory to NIES, NEMS and Member making adequate provisions for the payment in full, of all its debts arising under this Agreement or any Resource Agreement or Specific Resource Investigation Agreement and for the satisfaction of all of Member's other obligations to NIES, NEMS, and/or to the other Participating Members in any NIES Owned Resource or Member Owned Resource, including obligations to third parties, and compliance with such other reasonable terms and conditions as the NIES Board may require in the termination agreement. NIES, NEMS, and Member will act in good faith and each shall make a commercially reasonable effort to negotiate a termination agreement that is equitable to all affected parties, including any third party creditors, and that will not detrimentally impact the best use of NIES-Owned Resources, Member-Owned Resources, financial commitments of the remaining members, and the efficient administrative tracking of costs.

- v. The terms and conditions of any termination must otherwise comply with the terms and conditions of any Specific Resource Investigation Agreement and Resource Agreement executed by the Member.

2. Termination by Member without NIES Approval. Notwithstanding any provision to the contrary in this Section II, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board by providing written notice no later than August 1, 2015 to be effective January 1, 2016. Thereafter, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board by providing written notice to NIES on or before December 31, 2018 to be effective January 1, 2020. Following December 31, 2018, Member shall have the right to provide a written notice of termination of its membership in NIES and this Agreement under this provision every four years. Specifically, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board at any time after December 31, 2018 by providing at least two years advanced written notice; Provided, however, that such termination shall not be effective until the next four-year anniversary of January 1, 2020 following such written notice. For example, written notice provided any time between December 31, 2018 and December 31, 2022 will result in termination of the Agreement on January 1, 2024. Likewise, written notice provided any time between December 31, 2022 and December 31, 2026 will result in termination of the Agreement on January 1, 2028. This four-year termination right shall continue until the Agreement is terminated. In the event such notice of termination is given, each of the conditions set forth in Section II(E)(1)(i-v) and the NIES Bylaws must be satisfied for the termination to be effective. Except as agreed by the Parties, termination of this Agreement shall have no effect on and shall not terminate or otherwise impair any obligation of a Party under any Specific Resource Investigation Agreement, Resource Agreement or other agreement, including agreements with third parties, entered into by such party pursuant to this Agreement.

3. Termination upon Event of Default. This Agreement may be terminated by any non-defaulting Party upon the occurrence of an Event of Default pursuant to Section VIII.

4. Continuing Payment Obligations. Any payment obligation of Member arising under this Agreement, any Specific Resource Investigation Agreement or any Resource Agreement that remains outstanding at the time this Agreement is terminated shall survive termination and shall continue to be payable until paid in full.

III. MEMBER'S GENERAL RIGHTS AND OBLIGATIONS

As of the Effective Date of this Agreement, Member shall have the following general rights and obligations:

A. Member May Participate in Specific Resource Investigation

In its sole discretion, Member may elect to participate in one or more Specific Resource Investigations approved by NIES, subject to the terms and conditions of a Specific Resource Investigation Agreement. Member shall be entitled to have its Participating

Member Representative appointed to an Investigation Committee that is created by NIES with respect to each Specific Resource Investigation in which Member has agreed to participate. Notwithstanding the forgoing, Member is not obligated to participate in any Specific Resource Investigation and shall not be liable for any Specific Resource Investigation costs in which Member does not agree to participate and has not signed a Specific Resource Investigation Agreement.

B. Member May Participate in NIES-Owned Resources

In its sole discretion, Member may agree to participate in one or more NIES-Owned Resources, subject to the terms and conditions of a Resource Agreement. Member shall be entitled to have a Participating Member Representative appointed to a Resource Committee that is created by NIES with respect to each Resource Agreement in which Member has agreed to participate. Notwithstanding the forgoing, Member is not obligated to participate in any NIES-Owned Resources, or otherwise acquire wholesale power from or through NIES, and Member shall not be liable or financially responsible for any NIES-Owned Resources in which Member has not agreed to participate and has not signed a Resource Agreement.

C. Member May Participate in Member-Owned Resources

In its sole discretion, Member may elect to participate in one or more Member-Owned Resources, subject to the terms and conditions of a Resource Agreement. Notwithstanding the forgoing, Member is not obligated to participate in any Member-Owned Resources and shall not be liable or financially responsible for any Member-Owned Resources regarding which Member has not agreed to participate by signing a Resource Agreement.

D. Member Shall Pay its Member Payment Amount.

Member shall pay its Member Payment Amount in full to NIES in accordance with the terms of this Agreement. Payments shall be made on a monthly basis unless otherwise agreed to by the Parties. The Member Payment Amount shall consist of each of the following costs, to the extent applicable to Member:

1. NIES Administrative and General Costs. Administrative and General Costs are those costs associated with the ongoing operation of NIES and NEMS and any other third party with whom NIES or NEMS contracts to provide services. Administrative and General Costs include all costs incurred by NIES that are not otherwise specifically allocated to NIES members as Specific Resource Investigation costs or Resource costs. Administrative and General Costs may include, without limitation, costs associated with developing resource plans; General Resource Investigation; assessing transmission, resource support services and other general requirements for resources to be available to serve NIES members' needs; interaction with BPA Power Services and Transmission Services (or their successors) on contractual and policy matters; general business functions, including governance, policy development, financial reporting, and regulatory compliance; and related matters that generally benefit all members. Administrative and General Costs exclude all costs that are considered Specific Resource Investigation costs, NIES-Owned Resource costs, and Member-Owned Resource costs.

2. Specific Resource Investigation Costs. The Member Payment Amount shall include a share of the costs incurred by NEMS and NIES in connection with any Specific Resource Investigation in which Member has agreed to participate pursuant to a Specific Resource Investigation Agreement. The Specific Resource Investigation Agreement will set forth the allocation of these costs among the Participating Members consistent with their agreed-upon PCR with respect to such Specific Resource Investigation.

3. Resource Costs. The Member Payment Amount shall include a share of the costs incurred by NIES in connection with any Resource in which Member elects to participate pursuant to a Resource Agreement. These costs may include, but are not limited to, those associated with acquiring, developing, owning, managing, maintaining, and operating Member's share of any NIES-Owned Resource. The Resource Agreement will set forth the allocation of Resource costs among the Participating Members consistent with their agreed-upon PCR with respect to such Resource.

E. Member Shall Satisfy Creditworthiness and Credit Support Requirements
Member shall satisfy all creditworthiness and credit support requirements determined by NIES pursuant to Section VII below.

IV. NIES' GENERAL RIGHTS AND OBLIGATIONS

As of the Effective Date of this Agreement, NIES shall have the following general rights and obligations:

A. NIES Shall Calculate and Collect Member's Payment Amount
NIES shall collect from Member, and from all other NIES members, the applicable Member Payment Amount. Unless otherwise determined by mutual agreement of the affected parties, Administrative and General Costs shall be allocated to such members pursuant to policies adopted by NIES. NIES shall maintain and update the Member Payment Amount from time to time and shall provide supporting documentation to Member. NIES shall include a projection of the Member Payment Amount for Administrative and General costs in its annual budget. NIES shall work with NEMS in discharging these obligations pursuant to Section V(A) below.

B. Specific Resource Investigations
The NIES Board shall be responsible for voting on whether or not to initiate a Specific Resource Investigation consistent with its Resource Policies and Procedures. Upon a majority vote by the NIES Board to initiate a Specific Resource Investigation, NIES shall determine which of its members wish to become Participating Members and shall establish an Investigation Committee to govern the Specific Resource Investigation. Participating Members shall enter into a Specific Resource Investigation Agreement which shall govern the rights and obligations of the Participating Members, NIES and NEMS regarding the Specific Resource Investigation.

1. Investigation Committee Representation. Each Participating Member shall appoint a Participating Member Representative to each Specific Resource Investigation Committee that is created.

C. Resource Approval

Upon the conclusion of a Specific Resource Investigation, the NIES Board shall determine whether the Resource under investigation is consistent with its Resource Policies and Procedures. Upon a majority vote by the NIES Board approving the Resource, NIES shall determine whether any of its members wish to become Participating Members in such Resource as a NIES-Owned Resource. If one or more NIES members agrees to become a Participating Member in the Resource as a NIES-Owned Resource, then NIES shall establish a Resource Committee to govern the acquisition of the NIES-Owned Resource. Prior to acquiring the NIES-Owned Resource, NIES and each of the Participating Members shall negotiate an extension of the Specific Resource Investigation Agreement or execute a Resource Agreement pursuant to Section VI, below, which shall govern the rights and obligations of the Participating Members, NIES and NEMS regarding the Resource acquisition.

1. Resource Committee Representation. Each Participating NIES Member shall appoint a Participating Member Representative to each Resource Committee that is created with respect to a NIES-Owned Resource.

D. NIES May Acquire and Own NIES-Owned Resources

NIES is authorized to acquire, own, operate and manage NIES-Owned Resources, regardless of whether such Resource was the subject of a Specific Resource Investigation, pursuant to a Resource Agreement and pursuant to Section VI below. The costs of such NIES-Owned Resources shall be allocated only to Participating Members pursuant to the PCRs set forth in a Resource Agreement. NIES may exercise this authority only upon a majority vote of its Board. Upon approval of the NIES Board and the applicable Resource Committee, a NIES-Owned Resource may be owned by an independent subsidiary or corporate affiliate of NIES.

E. Coordination with NEMS

NIES shall be responsible for coordinating with NEMS for the provision of cost-recovery, investigative or resource management services with respect to any general resource investigation, Specific Resource Investigations and the management of any NIES-Owned Resource. NIES may request, upon approval by the NIES Board of Directors, the provision of resource management services from NEMS in support of any Member-Owned Resource.

F. NIES Creditworthiness and Credit Support Obligations

NIES shall satisfy all applicable creditworthiness and credit support requirements pursuant to Section VII below.

V. NEMS' GENERAL RIGHTS AND OBLIGATIONS

A. Cost-Recovery Services

NEMS shall provide NIES and Member certain financial record keeping, accounting and billing services related to this Agreement as described in this Section. Such services may include: (i) determining the Member Payment Amount under this Agreement; (ii)

determining any other amounts owed to NIES by Member for goods, services, overhead or for any other reason; (iii) billing Member for any amounts owed by Member to NIES under this Agreement; (iv) determining any amounts that may be owed by NIES to Member under this Agreement; and (v) such other accounting and billing services as NIES may assign to NEMS. NIES may delegate to NEMS the right to enforce all payment obligations of Member to NIES. In addition, NIES may delegate to NEMS the responsibility and authority to monitor Member's compliance with creditworthiness and Credit Support requirements under this Agreement or any Resource Agreement and notify NIES if Member is not in compliance. Member consents to this delegation of responsibility to NEMS.

B. Specific Resource Investigations

Upon the majority vote of the NIES Board to initiate a Specific Resource Investigation, NEMS shall conduct a Specific Resource Investigation. NEMS shall serve at the direction of the Investigation Committee created by NIES to govern such Specific Resource Investigation. Such investigation would include, among other things, a detailed analysis of the costs, mechanical availability, risks, transmission capacity and other relevant factors associated with a specific generating facility or resource. The costs associated with such Specific Resource Investigation shall be allocated only to those NIES members that have elected to participate in such Specific Resource Investigation pursuant to a Specific Resource Investigation Agreement, and all other NIES members shall be held harmless.

C. Provision of Resource Management Services

At the request of NIES, NEMS shall provide cost-recovery and resource management services with respect to any NIES-Owned Resource. Such resource management services may include, but are not limited to the acquisition of transmission service, power delivery, resource shaping, surplus sales, and mitigation of underperformance or unavailability of the resource. The costs associated with such cost-recovery and resource management services shall be allocated only to those NIES members that have elected to participate in such NIES-Owned Resource and all other NIES members shall be held harmless. NEMS may, upon request of NIES and by approval of the NEMS Board of Directors, provide cost-recovery and resource management services with respect to any Member-Owned Resource pursuant to a Resource Agreement.

D. Resource Management Committee

NEMS shall establish and maintain a Resource Management Committee ("RMC") as a standing committee of NEMS. The representatives on the RMC shall be composed of at least seven representatives, with at least three representatives appointed by NIES, three representatives appointed by NESC and one representative appointed by the Board of NEMS (provided that NEMS' representative has not otherwise been appointed by NIES or NESC). Each Member shall have the right to appoint a representative or designee to the RMC provided that each Member shall have no more than one representative on the RMC, including any representative appointed by the NESC, NIES or NEMS Boards. The RMC shall be the technical advisory committee that provides direction to NEMS staff and recommendations to the Board of NEMS on technical and policy matters arising under this Agreement, subject to the policy guidance provided by the Board of NEMS. For the

avoidance of doubt, the authority of the RMC is not intended to overlap with or duplicate the authority of an Investigation Committee or a Resource Committee established pursuant to this Agreement to oversee and manage a Specific Resource Investigation or a Resource development. In addition, the RMC shall develop and submit for approval by NIES creditworthiness and Credit Support policies and a General Resource Investigation as described below:

1. Creditworthiness and Credit Support Policies. Such policies shall include the following:

- i. Creditworthiness and Credit Support standards, policies and requirements applicable to NIES and to each NIES member to the extent they have a PCR for a NIES-Owned Resource; and
- ii. Creditworthiness, Credit Support and financial risk standards applicable to Power suppliers and other counterparties with whom NIES or NESC or their individual Members may transact business pursuant to this Agreement.

2. General Resource Investigation. The RMC shall conduct a General Resource Investigation at least every two years. The General Resource Investigation shall evaluate the amount and type of existing Resources; estimate the new load obligations of NIES members, and provide guidelines for the type and amount of resources that may be available to NIES members every two years. The General Resource Investigation shall analyze and evaluate projected total resource costs, including costs associated with fuel, shaping and management services; risks associated with potential resources; transmission availability and costs; compliance with and/or costs associated with applicable state and federal laws and regulations; timing of resource online date or availability; counterparty viability and creditworthiness; resource diversity and long-term planning; and comparison to other resource options. The General Resource Investigation shall not include resources that have a significant adverse regulatory impact on NIES members. The General Resource Investigation shall take into consideration the state and/or federal renewable portfolio standard requirements and/or similar legislation or regulation applicable to NIES members. The costs for such General Resource Investigations shall be allocated to NIES' members pursuant to Section IV(A).

VI. RESOURCE AGREEMENTS

A. NIES-Owned Resources

Prior to acquiring, developing, owning, operating and/or managing a NIES-Owned Resource, NIES and all Participating Members shall negotiate and execute a written Resource Agreement or agreements governing the terms and conditions applicable to such NIES-Owned Resource. The Resource Agreement shall, among other things, assign each Participating Member a PCR and a Fixed Purchase Amount with respect to the NIES-Owned Resource. Each Participating Member shall be entitled to the full and exclusive use of its Fixed Purchase Amount of the NIES-Owned Resource, including any associated Nonpower Attributes.

B. Member-Owned Resources

Prior to acquiring, developing, owning, operating and/or managing a Member-Owned Resource, NIES and all Participating Members shall negotiate and execute a written Resource Agreement governing the terms and conditions applicable to each Member-Owned Resource. The Resource Agreement shall, among other things, assign each participating member a PCR and Fixed Purchase Amount with respect to the Member-Owned Resource. Each Participating Member shall be entitled to the full and exclusive use of its Fixed Purchase Amount of the Member-Owned Resource, including any associated Nonpower Attributes.

C. Indemnity by Participating Members of other NIES Members

Each Resource Agreement shall require the Participating Members to be solely liable for their share of the Resource costs consistent with their respective PCRs in the Resource. Participating Members shall indemnify and hold harmless any non-participating NIES members from any and all costs, claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to a Resource. Notwithstanding the foregoing, Participating Members may also be required to provide reasonable credit support instruments, including letters of credit, guarantees, other contractual and financial assurances, counterparty waivers and/or releases and take other reasonable measures, including giving consideration to project ownership structures that will minimize financial risk to non-participating NIES Members.

VII. CREDITWORTHINESS AND CREDIT SUPPORT

A. NIES Shall Establish General Creditworthiness and Credit Support Obligations

NIES shall consider the creditworthiness and credit support policies, standards and requirements recommended by the NEMS Resource Management Committee. NIES shall adopt creditworthiness and credit support policies, requirements and standards that will be applicable to (i) NIES, (ii) all members (iii) all members of NIES that elect to participate in a NIES-Owned Resource and (iv) to counter-parties with whom NIES transacts business.

B. NIES Compliance With Creditworthiness and Credit Support Obligation

NIES shall (i) meet and comply with on a continuous basis, general creditworthiness and credit support policies, standards and requirements adopted by the NIES Board, (ii) bundle credit support provided by participating members when necessary and feasible to acquire NIES-Owned Resources, and (iii) meet the financial and other obligations of NIES under this Agreement.

C. Member General Creditworthiness and Credit Support Obligations

Member shall: (i) meet and comply with on a continuous basis, general creditworthiness and credit support policies, standards and requirements adopted by the NIES Board, (ii) provide additional credit support as necessary and proportionate to its PCR for each NIES-Owned Resource in which Member elects to participate, and (iii) meet the financial and other obligations of Member under this Agreement.

1. Limitations on Credit Support Obligations; Illegality. Notwithstanding any provision in this Section VII, or any other provision in this Agreement, nothing in this Agreement shall require Member, without the express approval of its governing body, to pledge or purport to pledge its credit for any financial obligation of another member of NIES, or of NESC or any of its members, or to assume a credit or payment obligation of any NIES member or of NESC or any of its members, or to pledge its credit in violation of state or federal law. Nor shall any provision of this Agreement require NIES to pledge its credit in violation of state or federal law.

D. Forms of Credit Support

To the extent that any Party is required to provide credit support under the terms of this Agreement, such Party may satisfy this obligation by posting a letter of credit; making a cash prepayment; obtaining a guaranty of performance executed by a creditworthy entity; posting other acceptable collateral; or some other mutually agreeable method of satisfying the creditworthiness standards contained in a Resource Agreement and policies adopted by the NIES Board.

E. Failure to Meet Creditworthiness and Credit Support Obligations

NIES may include in any Resource Agreement a provision that if any Party should: (i) fail to meet and maintain the creditworthiness standards, requirements and policies adopted by the NIES Board, or (ii) fail to meet its credit support requirements with regard to any NIES-Owned Resource approved by the NIES Board pursuant to this Agreement then within five (5) business days such Party shall post and provide new or additional credit support in an amount required to secure the Party's proportionate share of any existing, new or enhanced credit support requirement. The Participating Members in any Member-Owned Resource may include a comparable provision in any Resource Agreement.

F. Enhanced Credit Support by Member

NIES may require Member to provide enhanced credit support under the following circumstances, including, but not limited to: Member (or its guarantor if applicable) is failing to perform or defaulting under other contracts; Member has committed an Event of Default as defined in Section VIII; Member experiences a material adverse change in its financial condition; or Substantial changes in market prices occur, which materially and adversely impact Member's ability to perform under this Agreement or cause a NIES counter-party to require NIES or Member to provide additional or enhanced Credit Support.

VII. DEFAULTS AND REMEDIES

A. Events of Default

Each of the following shall constitute an Event of Default with respect to any Party:

1. Failure to Pay Amounts When Due. The failure of any Party to make when due any payment required to be made pursuant to this Agreement if the failure to pay is not

remedied within five (5) business days after written notice of such failure is given to the non-paying Party.

2. Failure to Provide Credit Support When Due. The failure of a Party to provide and maintain adequate credit support consistent with the requirements established pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice of such failure.

3. Failure to Satisfy Other Material Performance Obligation. The failure of a Party to satisfy any material performance obligation required under this Agreement, a Specific Resource Investigation Agreement or a Resource Agreement. This expressly includes, but is not limited to, the failure by any Party, when required to do so pursuant to the terms of this Agreement, to provide adequate assurances of its ability to perform all of its outstanding material obligations to another Party to this Agreement or other agreement entered into pursuant to this Agreement under which such Party has a material performance obligation. Upon receipt of written notice that a Party has failed to satisfy any material performance obligation, the defaulting Party shall have thirty (30) days in which to cure such default before the non-defaulting Parties may exercise any of the remedies set forth below.

4. Cross-Defaults. A Cross-Default shall be an Event of Default of this Agreement. A Cross Default shall include any default by a Party of any material performance or payment obligation to a third-party pursuant to an agreement other than this Agreement. A Cross-Default shall also include the filing of a voluntary or involuntary bankruptcy petition or the filing of any judicial or administrative action for reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any federal bankruptcy, state receivership or other insolvency law by a Party or its Credit Support Provider. Each Party shall be obligated under this Agreement to immediately inform the other Parties of any Cross-Default.

B. Time is of the Essence

The Parties agree that prompt performance of all obligations is essential and that failure of any Party to timely pay financial obligations, to meet creditworthiness standards, or to meet its Credit Support obligations will cause injury to the other.

C. Remedies

Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the remedies described below. Such remedies shall be cumulative and not exclusive, and are in addition to any other remedies that may be available at law or in equity

1. Recover amounts due. In the event of a payment default, the defaulting Party shall continue to be liable for any payment obligation, plus interest on the delinquent amount, calculated from the date the payment was originally due until paid. In such case, the non-defaulting Party may also set-off against the unpaid amount owed to it by the defaulting Party against any unpaid obligation owed by it to the defaulting Party.

2. Increased Security. Upon the occurrence of any Event of Default, the non-defaulting Parties may require the defaulting Party to provide additional security to the maximum extent allowed under the terms hereof.

3. Call on Security. In the event of a payment default, the Party to which payment is owed may call on any letter of credit or other credit support commitment under which it has the right to call pursuant to this Agreement in order to assure performance of the payment obligation in question.

4. Further Assurances. Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the right to require the defaulting Party to provide adequate assurances of its ability to perform all material obligations arising under this Agreement.

5. Termination. Upon the occurrence of an Event of Default by a Party, the non-defaulting Parties shall have the right to terminate this Agreement as to the defaulting Party.

D. Limitation on Damages

To the fullest extent permitted by law, no Party shall be liable to any other Party for any indirect, consequential, multiple or punitive damages.

E. Indemnity and Hold Harmless; Attorney Fees and Costs

A defaulting Party will, on demand, indemnify and hold harmless the non-defaulting Parties for and against all reasonable out-of-pocket expenses, including all legal fees and costs after default incurred by such other Parties by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the defaulting Party is a party, including, but not limited to, costs of collection.

VIII. ASSIGNMENTS

Except as expressly provided below, none of the rights and obligations arising under this Agreement may be assigned by any Party to any third-party without first obtaining the written consent of each other Party to this Agreement. Notwithstanding the forgoing, any Party may assign, transfer, mortgage or pledge its interest in this Agreement as security for any obligation secured by any loan or credit agreement, mortgage or similar lien.

IX. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS

A. NIES Documents

NIES shall maintain a schedule and supporting documentation that shall identify all NIES-Owned Resources and associated costs, Member's PCR with respect to each NIES-Owned Resource, the Member Payment Amount, and any outstanding credit support obligation of Member. NIES shall make the schedule and supporting documentation available to Member upon request.

B. NIES Accounting

NIES shall keep accurate records and accounts in accordance with generally accepted accounting principles. Promptly after the close of each fiscal year, NIES shall cause such records and accounts of all transactions of NIES with respect to such fiscal year to be subject to an annual audit. NIES shall without delay provide a copy of each such annual audit, including all written comments and recommendations to Member.

C. Access to Books and Records

Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of NIES as may be appropriate to determine the accuracy of any charges or payments required to be made by Member to NIES. If such books, records and supporting worksheets and data of NIES contain information about one or more other members, NIES shall excise any identification of specific other members or provide such information to an independent certified public accountant or other independent representative of Member under a confidentiality agreement. If, after such examination of NIES' records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

D. Record Retention

NIES shall maintain all books and records that it is required to maintain under this Agreement, contracts with third parties, any applicable industry standards, and any applicable state and federal laws. NIES shall maintain a written policy for the retention, maintenance and destruction of records that complies with the foregoing requirements.

X. MISCELLANEOUS

F. Amendments

This Agreement may be amended only upon the mutual written agreement of all Parties hereto.

G. Good Faith

The Parties shall act in good faith towards each other in relation to all activities and dealings contemplated by this Agreement, including: (i) by providing timely and complete data and information that the other Party may need to carry out its responsibilities under this Agreement; and (ii) by attending diligently to the conduct of all of its duties and activities in relation to this Agreement. In addition, the Parties agree to cooperate and work with BPA, other NIES members, and third parties with whom NIES has contracted for services to meet its obligations under this Agreement, including by providing timely responses to requests by any other Party for data and information.

H. Severability

If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced

as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

I. Governing Law and Venue

Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. Notwithstanding the foregoing, with respect to any Member, such Member's authority to enter into this Agreement shall be determined under the laws of the state in which it is organized. Venue for any litigation pursuant to this Agreement shall be in the state or federal courts located in Multnomah County, Oregon.

J. Invoices

All payments from one Party to another under this Agreement shall be due thirty (30) days after the date the invoice is received. This provision shall not preclude the Parties from mutually agreeing to a due date of less than 30 days on a case by case basis.

In the event that the Party receiving an invoice disputes all or part of the invoiced amount, the receiving Party shall pay the full invoiced amount when due without set-off or deduction of any kind. The Parties shall thereafter resolve the disputed invoice amount pursuant to the mediation and arbitration procedures set forth in Section XI(F) below.

K. Mediation and Arbitration

If a dispute arises out of or relates to this Agreement, including all attachments hereto, or the breach thereof, the Parties involved in the dispute shall first in good faith seek to resolve the dispute through negotiation. If the disputing Parties do not resolve the dispute within thirty (30) days after a request by either such Party for negotiations, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association.

If the matter is not resolved by negotiation or mediation, it shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall administer the arbitration and act as appointing authority of the arbitrator. Each Party to the arbitration shall bear their own costs and expenses of the arbitration, including attorneys and expert witness fees, and shall equally share the fees and costs and expenses of the arbitrator and the administrative expenses of the arbitration. The award of the arbitrator shall be final, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The arbitration shall be conducted in Portland, Oregon, unless the Parties agree otherwise.

L. Information Requirements

Subject to any applicable confidentiality agreement, the Parties shall each furnish to the other promptly upon request any and all information about itself, its financial condition, business and properties that may be necessary or desirable to facilitate any transactions or financing undertaken by the requesting Party or any continuing disclosure obligation incurred by the requesting Party in connection with any such financing.

M. Force Majeure

In the event that a Party is prevented or delayed, directly or indirectly, from the performance of any of its respective obligations hereunder by a Force Majeure Event, then (i) such Party (the "Affected Party") shall be excused from the performance of such obligations for so long as, and to the extent that, the Force Majeure Event prevents or delays such performance; (ii) such failure shall not be deemed to be a breach or default of this Agreement; and (iii) the time within which or by which the Affected Party is required to perform any such obligation under this Agreement shall be extended by a period of time equal to the period of delay arising from such Force Majeure Event.

N. Rules of Construction

The descriptive headings of the various Sections and subsections of this Agreement and the Exhibits attached hereto have been inserted for convenience of reference only and shall not be construed as to define, expand, or restrict the rights and obligations of the Parties.

Wherever the term "including" is used in this Agreement and the Exhibits attached hereto, such term shall not be construed as limiting the generality of any statement, clause, phrase or term.

O. Notices

All notices, requests, statements or payments provided for, required or permitted by this Agreement shall be sufficient for any and all purposes under this Agreement when transmitted by facsimile, first class United States Mail, hand delivery, or a private express delivery service to the facsimile numbers or addresses provided below.

P. No Third Party Beneficiaries

No provision of this Agreement shall in any way inure to the benefit of any third party, so as to constitute any such person as a third party beneficiary under this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a Party hereto.

Q. Counterparts

This Agreement may be executed in multiple counterparts by the Parties but shall be construed as one Agreement.

R. Relationship of Parties

This Agreement shall not create any partnership or joint venture among the Members and the Members shall not hereunder be deemed as partners, joint venturers, or associated in any manner which obligates them for the liabilities, obligations, debts, defaults, negligence, or miscarriages of any other Member. Except for obligations of individual Members arising under Resource Agreements or other contracts with NIES related to each Resource, no Member shall be liable for any bond, note, indebtedness or other obligation of NIES or any other Resource; nor shall any Member be liable for the indebtedness of any other Member or for any indebtedness or other obligation of a Specific Resource Investigation or Resource Agreement in which it did not participate.

Joint Resource Planning and Acquisition Agreement 06/27/2014

Dated this 10 day of December, 2014.

NORTHWEST ENERGY MANAGEMENT SERVICES  By: John D. Saven Its: Chief Executive Officer Date: 12/11/2014	NORTHWEST INTERGOVERNMENTAL ENERGY SUPPLY  By: Dwight Langer Its: President Date: 12/10/2014
CITY OF RICHLAND P.O. Box 190 Richland, WA 99352 (509) 942- 7403 (509) 942-7405 Phone # Fax #  (signature) By: Cynthia D. Johnson Its: City Manager Date:	

RESOLUTION NO. 118-14

A RESOLUTION of the City of Richland Authorizing
Execution of a Joint Resource Planning and Acquisition
Agreement.

WHEREAS, the City of Richland is a member of the Northwest Intergovernmental Energy Supply (NIES), an inter-governmental entity formed and existing pursuant to Oregon Revised Statutes, Chapter 190; and

WHEREAS, Northwest Energy Management Services (NEMS) is a Cooperative under Oregon Revised Statutes, Chapter 62; and

WHEREAS, the City and NIES are currently parties to a Load Commitment Agreement (LCA), and NIES and NEMS are parties to a Joint Pooling Agreement (JPA). The purpose of the LCA and JPA are to meet part or all of the City's wholesale power needs that are not being served by the Bonneville Power Administration (BPA); and

WHEREAS, the City wishes to enter into a contract with NIES and NEMS, entitled the Joint Resource Planning and Acquisition Agreement (JRPAA). The JRPAA would have the effect of superseding and replacing the LCA and JPA, and would provide the basis by which NIES and NEMS would help the City meet its wholesale power needs that are not being served by BPA; and

WHEREAS, the City's Director of Energy Services, acting as the City's representative to the NIES Board of Directors, has reviewed and approved the JRPAA, which was prepared by NIES' technical and legal consultants; and

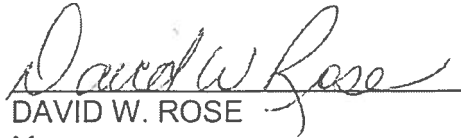
WHEREAS, Richland City Council wishes to authorize its City Manager to complete and execute the JRPAA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Council hereby approves the Joint Resource Planning and Acquisition Agreement with Northwest Intergovernmental Energy Supply and Northwest Energy Management Services.

BE IT FURTHER RESOLVED that City Council hereby authorizes and directs the City Manager to complete, execute and deliver the JRPAA and all other documents and instruments as may be necessary or appropriate in order to carry out the intent of this Resolution.

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

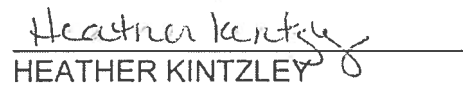
ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of September, 2014.


DAVID W. ROSE
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY
City Attorney

CREDIT AND RISK MANAGEMENT POLICY

*Governing Market Purchases Effective FY 2020
or Later*

Adopted by the Boards of NESC and NIES on August 31, 2016

I. Introduction

The purpose of this Credit and Risk Management Policy (“Policy”) is to establish credit and risk management guidelines that apply to any market purchase starting in Fiscal Year¹ (“FY”) 2020 or later made by NESC and/or NIES on behalf of its/their member(s).

This Policy, developed by the Resource Management Committee (“RMC”) of Northwest Energy Management Services (“NEMS”) and adopted by the Boards of Northwest Energy Supply Cooperative (“NESC”) and Northwest Intergovernmental Energy Supply (“NIES”), becomes effective on August 31, 2016.

Each NESC member has a Joint Resource Planning and Acquisition Agreement (“JRPAA”) with NESC and NEMS. Similarly, each NIES member has a nearly identical JRPAA with NIES and NEMS. The JRPAA is the umbrella agreement under which a member has the right to participate in a NESC or NIES Owned Resource. A member may elect to purchase a market purchase from NESC or NIES by executing the Master Resource Agreement for Market Purchases (“Master Resource Agreement”) with NESC or NIES. The Master Resource Agreement authorizes NESC or NIES to purchase on behalf of a member and obligates that member to pay for a specified amount of a particular market purchase (referred to as a “Transaction” in the Master Resource Agreement) at a specified price. The Master Resource Agreement and JRPAA provide for remedies against the member upon failure to meet its obligations. All capitalized terms used within this Policy shall have the respective meanings set forth in the JRPAA and/or Master Resource Agreement, or as defined within this Policy.

II. Ongoing Monitoring of Counterparties’ Creditworthiness

NEMS shall provide a thorough evaluation of each potential counterparty’s creditworthiness prior to any transaction undertaken by NESC and/or NIES, which will include a third party credit review of each counterparty.

¹ Each “Fiscal Year” begins October 1 and ends September 30.

Additionally, NEMS shall provide regular and ongoing monitoring and analysis of the creditworthiness of any counterparty with whom NESC and/or NIES has a Transaction, and shall provide a report of such at least quarterly to the RMC. In addition, such quarterly reports will include analysis of NESC and NIES' market positions with respect to all outstanding Transactions.

III. NESC Member Requirements to Support NESC's Creditworthiness and Credit Support Requirement

As provided below, NESC members are required to support NESC in its demonstration of its creditworthiness and/or response to a credit support requirement, such as provision of a letter of credit. This may include member providing a legal opinion from their general counsel affirmatively stating its legal ability to participate in that particular form of credit support, proportional to their Fixed Purchase Amounts.

All NESC members shall provide a copy of their audited annual financial statements to NESC on a yearly basis. Additionally, NESC members shall provide any other financial information upon request by NESC.

In addition, each NESC member that has an executed Master Resource Agreement with NESC shall be subject to the following:

- A. To the extent member has an outstanding Transaction, member shall provide credit support based on its Fixed Purchase Amount in proportion to the sum of all Fixed Purchase Amounts. To the extent NESC has been extended unsecured credit (which may also be called a collateral threshold) by a counterparty, such unsecured credit shall be applied proportionally to all NESC members that have one or more Transactions with that counterparty, and shall be reallocated any time there is a change to NESC's outstanding Transactions and/or amount of unsecured credit.
- B. The form and amount of credit support may vary for each Transaction. Options available may include one or more of the following:
 - 1) Member will execute a guarantee to the Counterparty guaranteeing payment for its proportionate share of all Transaction(s) with that Counterparty.
 - 2) Member will execute a reimbursement agreement and/or guarantee agreement with a financial institution to support a line and/or letter of credit issued in NESC's name.
 - 3) Member will execute a security agreement, reimbursement agreement and/or guarantee agreement with NESC to support a line and/or letter of credit issued in NESC's name.
 - 4) Member will provide cash to NESC within two business days of NESC's demand. The amount of cash will be in proportion to the member's Fixed Purchase Amount and based on the estimated amount of an impending or issued margin call by a counterparty.

To the extent NESC has a credit facility with a financial institution (such as a line of credit and/or a letter of credit), the fees associated with those credit facilities shall be allocated as follows:

- Any fees associated with the issuance of a letter of credit to a counterparty will be directly and proportionally allocated to only those members who have an outstanding Transaction(s) with that counterparty. Each member's allocated share shall be equal to the sum of its Fixed Purchase Amounts with that counterparty divided by the sum of all NESC members' Fixed Purchase Amounts with that counterparty.
- Any other fees, such as upfront fees and annual maintenance fees, associated with the credit facilities shall be included in the Administrative and General budget of NESC.

IV. NIES Member Requirements to Support NIES' Creditworthiness and Credit Support Requirement

As provided below, NIES members are required to support NIES in its demonstration of its creditworthiness and/or response to a credit support requirement, such as provision of a letter of credit. This may include member providing a legal opinion from their general counsel affirmatively stating its legal ability to participate in that particular form of credit support, proportional to their Fixed Purchase Amounts.

All NIES members shall provide a copy of their audited annual financial statements to NIES on a yearly basis. Additionally, NIES members shall provide any other financial information upon request by NIES.

In addition, each NIES member that has an executed Master Resource Agreement with NIES shall be subject to the following:

- A. To the extent member has an outstanding Transaction, member shall provide credit support based on its Fixed Purchase Amount in proportion to the sum of all Fixed Purchase Amounts. To the extent NIES has been extended unsecured credit (which may also be called a collateral threshold) by a counterparty, such unsecured credit shall be applied proportionally to all NIES members that have one or more Transactions with that counterparty, and shall be reallocated any time there is a change to NIES' outstanding Transactions and/or amount of unsecured credit.
- B. The form and amount of credit support may vary for each Transaction. Options available may include one or more of the following:
 - 1) Member will execute a guarantee to the Counterparty guaranteeing payment for its proportionate share of all Transaction(s) with that Counterparty.
 - 2) Member will execute a reimbursement agreement and/or guarantee agreement with a financial institution to support a line and/or letter of credit issued in NIES' name.
 - 3) Member will execute a security agreement, reimbursement agreement and/or guarantee agreement with NIES to support a line and/or letter of credit issued in NIES' name.
 - 4) Member will provide cash to NIES within two business days of NIES demand. The amount of cash will be in proportion to the member's Fixed Purchase

Amount and based on the estimated amount of an impending or issued margin call by a counterparty.

To the extent NIES has a credit facility with a financial institution (such as a line of credit and/or a letter of credit), the fees associated with those credit facilities shall be allocated as follows:

- Any fees associated with the issuance of a letter of credit to a counterparty will be directly and proportionally allocated to only those members who have an outstanding Transaction(s) with that counterparty. Each member's allocated share shall be equal to the sum of its Fixed Purchase Amounts with that counterparty divided by the sum of all NIES members' Fixed Purchase Amounts with that counterparty.
- Any other fees, such as upfront fees and annual maintenance fees, associated with the credit facilities shall be included in the Administrative and General budget of NIES.

V. Ensuring Full and Timely Payment by NESC Member to NESC

A. Two Month Prepay.

To ensure full and timely payment by NESC to counterparties and to protect other NESC members against a NESC member's failure to pay, member shall pay NESC two months prior to the month of delivery. The due date for NESC to pay counterparties is typically two to three weeks after the month of delivery. Consequently, NESC will have financial reserves of at least two months of power supply at any given point in time.

On an annual fiscal year basis and for each Transaction, NESC and member shall abide by the following process:

- (a) Prior to July 15th, NESC will provide member with its estimated monthly invoice amounts.
- (b) Each month, NESC will invoice member on or before the fifth (5th) of that month for power deliveries that will occur two months subsequent. For example, NESC will invoice member on or before August fifth (5th) for October's power supply. Invoices will be delivered via email.
- (c) NESC will perform an automated clearing house electronic funds transfer directly from the member's bank account on or after the tenth (10th) of the month invoiced. NESC will immediately know whether a member has failed to make full and timely payment. NESC will notify member electronically or in writing of being in default and provide a grace period of five (5) business days to cure the default before beginning formal proceedings to obtain overdue funds and seek damages as appropriate.
- (d) This process will be repeated monthly for each fiscal year.
- (e) Defaulting member forfeits its right to any future power deliveries from any outstanding Transaction.
- (f) NESC will make full and timely payment to counterparty via wire transfer.

A member may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice within twelve months of the date the invoice, or adjustment to an invoice, was rendered.

Nevertheless, the member must make full and timely payment of any disputed invoice. Any adjustment to the disputed invoice will occur as needed.

B. Credit Support Reserves.

In addition to the two month prepay and to further ensure full and timely payment by NESC to counterparties and to protect other NESC members against a NESC member's failure to pay, member shall be required to provide "Credit Support Reserves" to the benefit of NESC.

"Credit Support Reserves" may be provided in the form of any of the following:

- Letter or Line of Credit to the benefit of NESC; and/or
- Cash held in a bank account dedicated to the sole benefit of NESC.

NEMS shall calculate and inform member of its required amount of Credit Support Reserves to be held for the upcoming fiscal year. Notice of the amount shall be given to member no later than July 15th. Member shall demonstrate such Credit Support Reserves to NEMS no later than September 1st. NEMS may also request that member demonstrate its Credit Support Reserves from time to time during each fiscal year. The amount of Credit Support Reserves required to be held by a member shall be calculated as described below:

- (1) The sum of each outstanding Transaction, which is calculated by multiplying member's Fixed Purchase Amount (converted to megawatt hours) by the Transaction Price, as shown in the member's Exhibit A of its Master Resource Agreement;
- (2) Minus the two month prepay amount (averaged for the fiscal year) as calculated in Section V.A. above;
- (3) Multiplied by ten percent (10%).

VI. Ensuring Full and Timely Payment by NIES Member to NIES

A. Two Month Prepay.

To ensure full and timely payment by NIES to counterparties and to protect other NIES members against a NIES member's failure to pay, member shall pay NIES two months prior to the month of delivery. The due date for NIES to pay counterparties is typically two to three weeks after the month of delivery. Consequently, NIES will have financial reserves of at least two months of power supply at any given point in time.

On an annual fiscal year basis and for each Transaction, NIES and member abide by the following process:

- (a) Prior to July 15th, NIES will provide member with its estimated monthly invoice amounts.
- (b) Each month, NIES will invoice member on or before the fifth (5th) of that month for power deliveries that will occur two months subsequent. For example, NIES will invoice member on or before August fifth (5th) for October's power supply. Invoices will be delivered via email.
- (c) NIES will perform an automated clearing house electronic funds transfer directly from the member's bank account on or after the tenth (10th) of the month invoiced.

NIES will immediately know whether a member has failed to make full and timely payment. NIES will notify member electronically or in writing of being in default and provide a grace period of five (5) business days to cure the default before beginning formal proceedings to obtain overdue funds and seek damages as appropriate.

- (d) This process will be repeated monthly for each fiscal year.
- (e) Defaulting member forfeits its right to any future power deliveries from any outstanding Transaction.
- (f) NIES will make full and timely payment to counterparty via wire transfer.

A member may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice within twelve months of the date the invoice, or adjustment to an invoice, was rendered. Nevertheless, the member must make full and timely payment of any disputed invoice. Any adjustment to the disputed invoice will occur as needed.

B. Credit Support Reserves.

In addition to the two month prepay and to further ensure full and timely payment by NIES to counterparties and to protect other NIES members against a NIES member's failure to pay, member shall be required to provide "Credit Support Reserves" to the benefit of NIES.

"Credit Support Reserves" may be provided in the form of any of the following:

- Letter or Line of Credit to the benefit of NIES; and/or
- Cash held in a bank account dedicated to the sole benefit of NIES.

NEMS shall calculate and inform member of its required amount of Credit Support Reserves to be held for the upcoming fiscal year. Notice of the amount shall be given to member no later than July 15th. Member shall demonstrate such Credit Support Reserves to NEMS no later than September 1st. NEMS may also request that Member demonstrate its Credit Support Reserves from time to time during each fiscal year. The amount of Credit Support Reserves required to be held by a member shall be calculated as described below:

- (1) The sum of each outstanding Transaction, which is calculated by multiplying Member's Fixed Purchase Amount (converted to megawatt hours) by the Transaction Price, as shown in the member's Exhibit A of its Master Resource Agreement;
- (2) Minus the two month prepay amount (averaged for the fiscal year) as calculated in Section VI.A. above;
- (3) Multiplied by ten percent (10%).

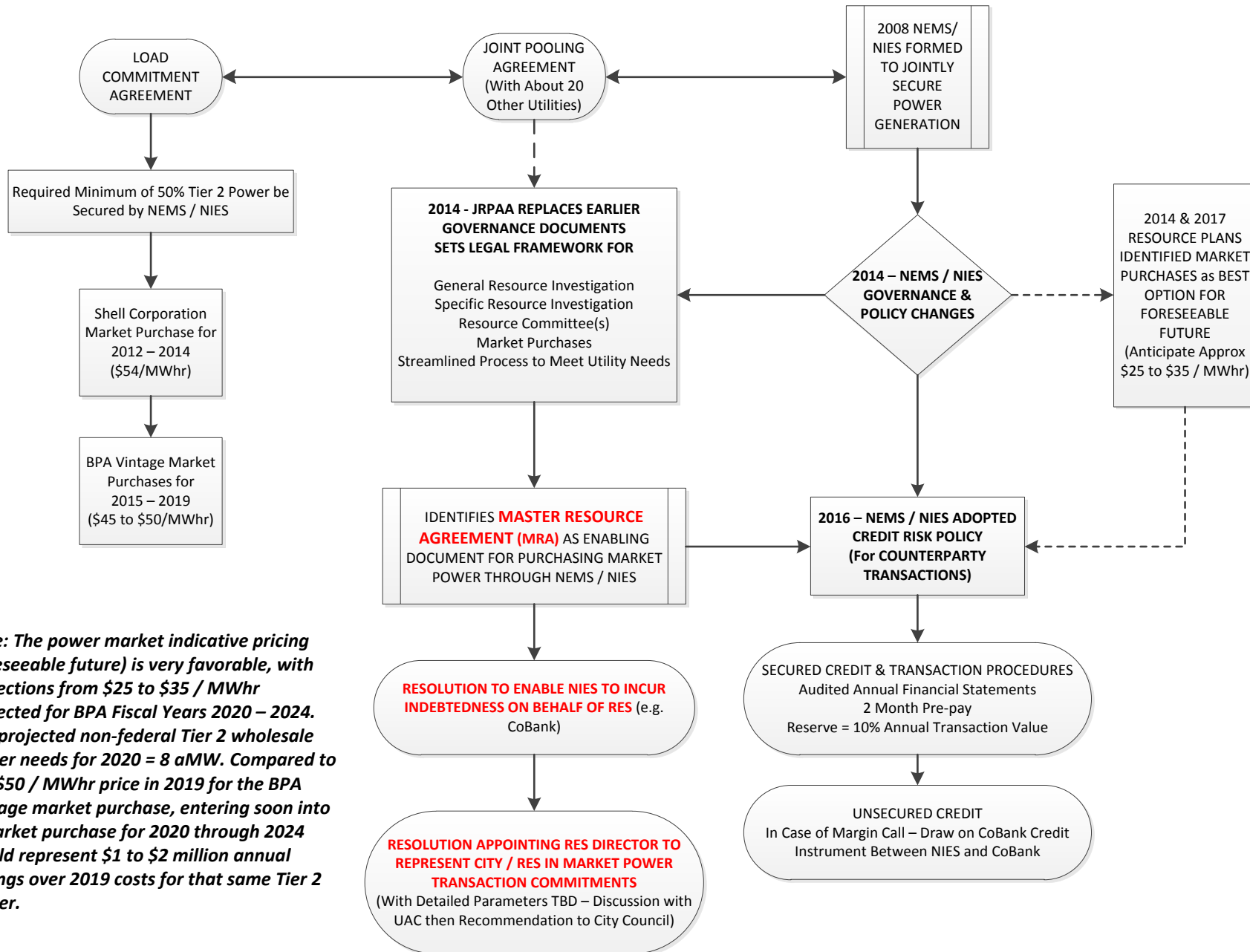
VII. NESC and NIES Retain Right to Call for Any Additional Credit Support

Notwithstanding the credit support provisions contained herein, NESC and NIES retain the right to call for any additional credit support or working capital from a member with an executed Master Resource Agreement pursuant to the terms of the JRPAA.

VIII. NESC and NIES Delegate Certain Responsibilities and Authorities to NEMS

NESC and NIES hereby delegate to NEMS the authority, on behalf of NESC or NIES, to require members to provide any and all of the credit support and other requirements contained in this Policy.

**NEMS / NIES MARKET PURCHASES FOR TIER 2 POWER
RICHLAND ENERGY SERVICES (RES)
LOGIC DIAGRAM - SEPTEMBER 2017**



Note: The power market indicative pricing (foreseeable future) is very favorable, with projections from \$25 to \$35 / MW hr projected for BPA Fiscal Years 2020 – 2024. RES projected non-federal Tier 2 wholesale power needs for 2020 = 8 aMW. Compared to the \$50 / MW hr price in 2019 for the BPA Vintage market purchase, entering soon into a market purchase for 2020 through 2024 would represent \$1 to \$2 million annual savings over 2019 costs for that same Tier 2 power.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 208-17, Authorizing Relinquishment of Portions of Easements at 930 Long Avenue

Department:
Public Works

Ordinance/Resolution Number:
208-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 208-17, authorizing the City Manager to execute relinquishment documents to release to Richland School District the City of Richland's interest in portions of certain easements lying within 930 Long Avenue.

Summary:

The Richland School District has requested the relinquishment of portions of existing waterline, utility, and electrical easements lying within their campus at 930 Long Avenue.

The school district has made modifications to the campus which has resulted in new buildings being constructed in locations where previous utilities existed. The utilities in question were relocated and new easements established prior to the buildings being constructed, so the existing easements are no longer needed.

Staff has reviewed this proposal and concurs with the finding that the portions of existing waterline, utility, and electrical easements identified are no longer necessary for public use.

A public hearing was held at this evening's meeting. Unless new information is provided during the public hearing, staff recommends Council authorization to relinquish the easements as requested by the school district.

Fiscal Impact:

Minor staff time is needed to complete the relinquishment. The requesting party will cover the costs of document recording.

Attachments:

I. Resolution No. 208-17

RESOLUTION NO. 208-17

A RESOLUTION of the City of Richland declaring surplus a portion of a certain waterline, utility, and electrical easements recorded under Benton County Auditor's File Numbers 2010-009168, 2010-009171, and 856741 and lying within 930 Long Avenue.

WHEREAS, the Richland School District (RSD) has been making modifications to its campus at 930 Long Avenue; and

WHEREAS, the modifications have resulted in new buildings being constructed in locations where previous utilities existed; and

WHEREAS, the existing utilities were relocated prior to constructing the new buildings; and

WHEREAS, RSD is requesting that the portions of the easements where the previous utilities were located be relinquished; and

WHEREAS, staff has conducted an analysis and determined that the portions of the existing easements where utilities were previously located are no longer necessary for public use; and

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

WHEREAS, on November 19, 2017, the City published notice that a public hearing would be held on November 21, 2017 concerning the relinquishment of portions of these waterline, utility, and electrical easements; and

WHEREAS, the public hearing resulted in no input to Council opposing the staff recommendation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the portions of existing easements originally acquired for waterline, utility, and electrical purposes and described as follows are hereby found to be surplus to the City's needs:

Section 1. AFN 2010-009168 (Waterline)

That portion of the 10.00 foot wide waterline easement to be relinquished, as described under Auditor's file number 2010-009168, lying in the East half of Section 10, Township 09 North, Range 28 East. W. M., Benton County, Washington, the centerline of said relinquished portion described as follows:

Commencing at Point "B" as mentioned in said waterline easement thence North 89°18'02" East along the centerline of said easement 20.16 feet; thence North 00°36'47" West along said line 44.98 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00°36'47" West along said centerline 114.75 feet; thence North 88°45'17" East along said line 49.03 feet;
Thence South 04°39'27" East along said line 30.00 feet;
Thence North 04°39'27" West along said line 30.00 feet;
Thence South 88°45'17" West along said line 162.69 feet;
Thence North 00°51'07" West along said line 146.19 feet to the point of terminus.

See attached **Exhibit A**

Together with and subject to easements, reservations, covenants and restrictions, of record and in view.

Section 2. AFN 2010-009171 (Utility)

That portion of the 10.00 foot wide utility easement to be relinquished, as described under Auditor's file number 2010-009171, lying in the East half of Section 10, Township 09 North, Range 28 East. W. M., Benton County, Washington, the centerline of said relinquished portion described as follows:

Commencing at Point "C" as mentioned in said utility easement thence North 81°18'04" East along thence centerline of said easement 69.65 feet; thence South 78°55'15" East along said line 74.00 feet; thence North 86°01'59" East along said line 20.96 feet; thence South 20°52'25" West along said line 7.82 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 20°52'25" West along said line 24.79 feet;
Thence South 03°26'41" West along said line 27.63 feet;
Thence South 68°20'56" East along said line 23.00 feet to the point of terminus.

See attached **Exhibit B**

Together with and subject to easements, reservations, covenants and restrictions, of record and in view.

Section 3. AFN 856741 (Electrical)

That portion of the 10.00 foot wide primary electrical easement to be relinquished, as described under Auditor's file number 856741, lying in

the East half of Section 10, Township 09 North, Range 28 East. W. M., Benton County, Washington, the centerline of said relinquished portion described as follows:

Commencing at Point "C" as mentioned in said easement thence South 88°47'06" West along the centerline of said easement 5.46 feet to the Westerly line of said easement TRUE POINT OF BEGINNING;

Thence continuing South 88°47'06" West along said line 115.35 feet;
Thence South 88°41'47" West along said centerline 78.00 feet to the point of terminus.

The sidelines of said relinquished portion to terminate or extend to the said Westerly easement line.

See attached **Exhibit C**

Together with and subject to easements, reservations, covenants and restrictions, of record and in view.

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

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to execute relinquishment documents to release to RSD the City of Richland's interest in the portions of said easements lying within 930 Long Avenue, as identified in **Exhibits A, B and C**, and deliver the same upon payment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

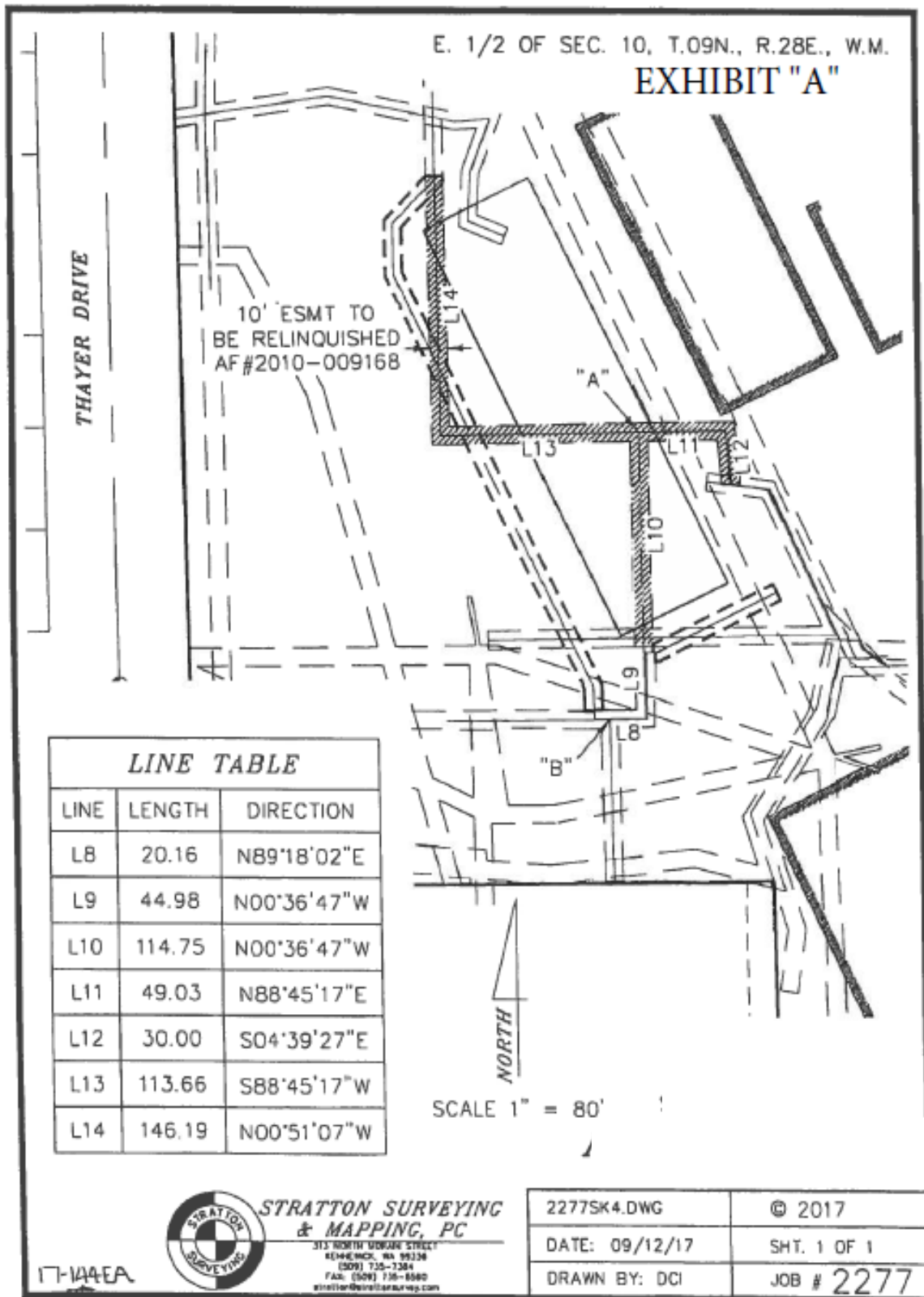
ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

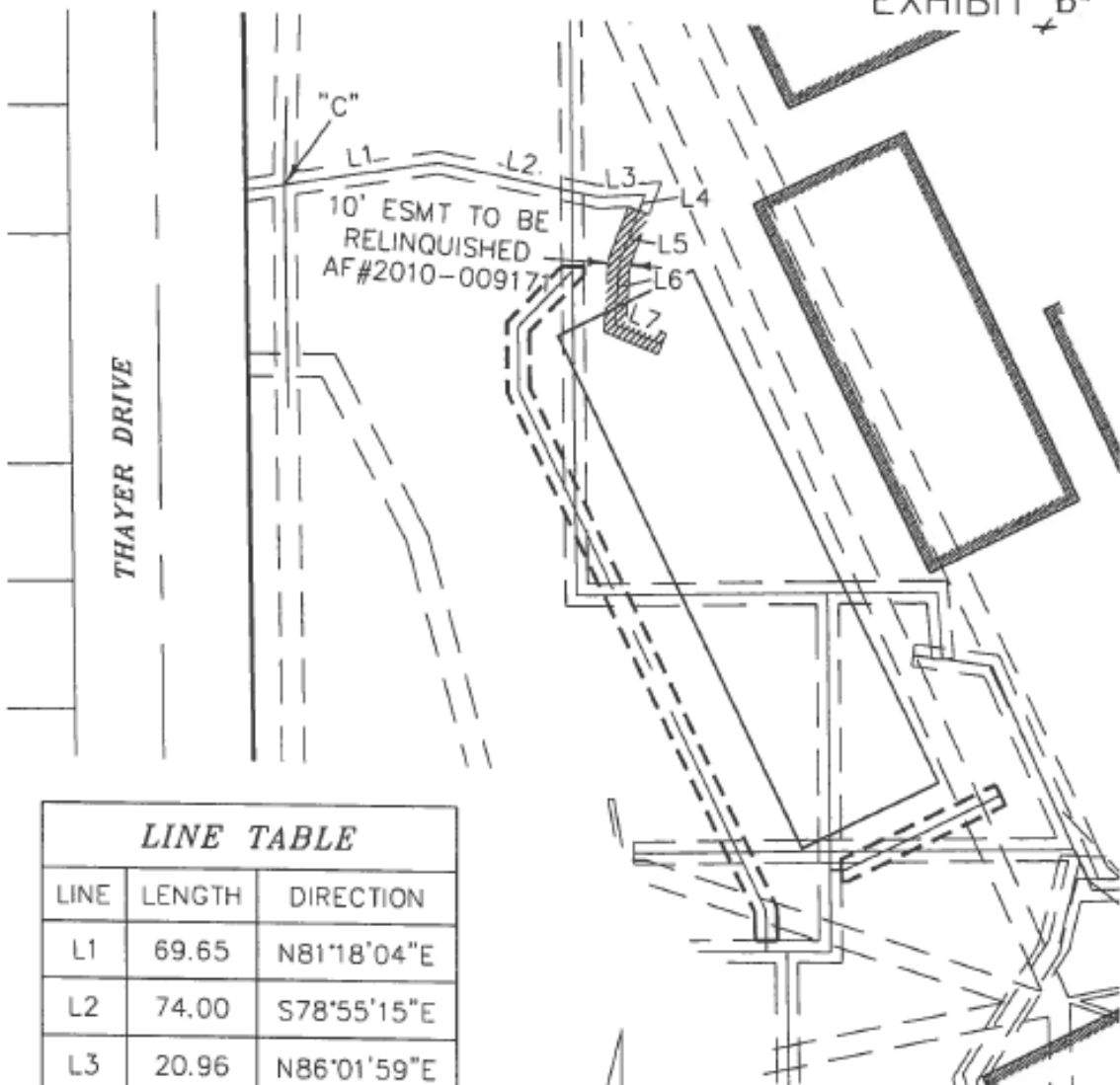
MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



E. 1/2 OF SEC. 10, T.09N., R.28E., W.M.

EXHIBIT "B"



LINE TABLE

LINE	LENGTH	DIRECTION
L1	69.65	N81°18'04"E
L2	74.00	S78°55'15"E
L3	20.96	N86°01'59"E
L4	7.82	S20°52'25"W
L5	24.79	S20°52'25"W
L6	27.63	S03°36'41"W
L7	23.00	S68°20'56"E

17-145EB



STRATTON SURVEYING
& MAPPING, PC

313 NORTH MORAN STREET
KENNEWICK, WA 98336
(509) 735-7384
FAX: (509) 735-0590
stratton@strattonsurvey.com

2277SK4.DWG

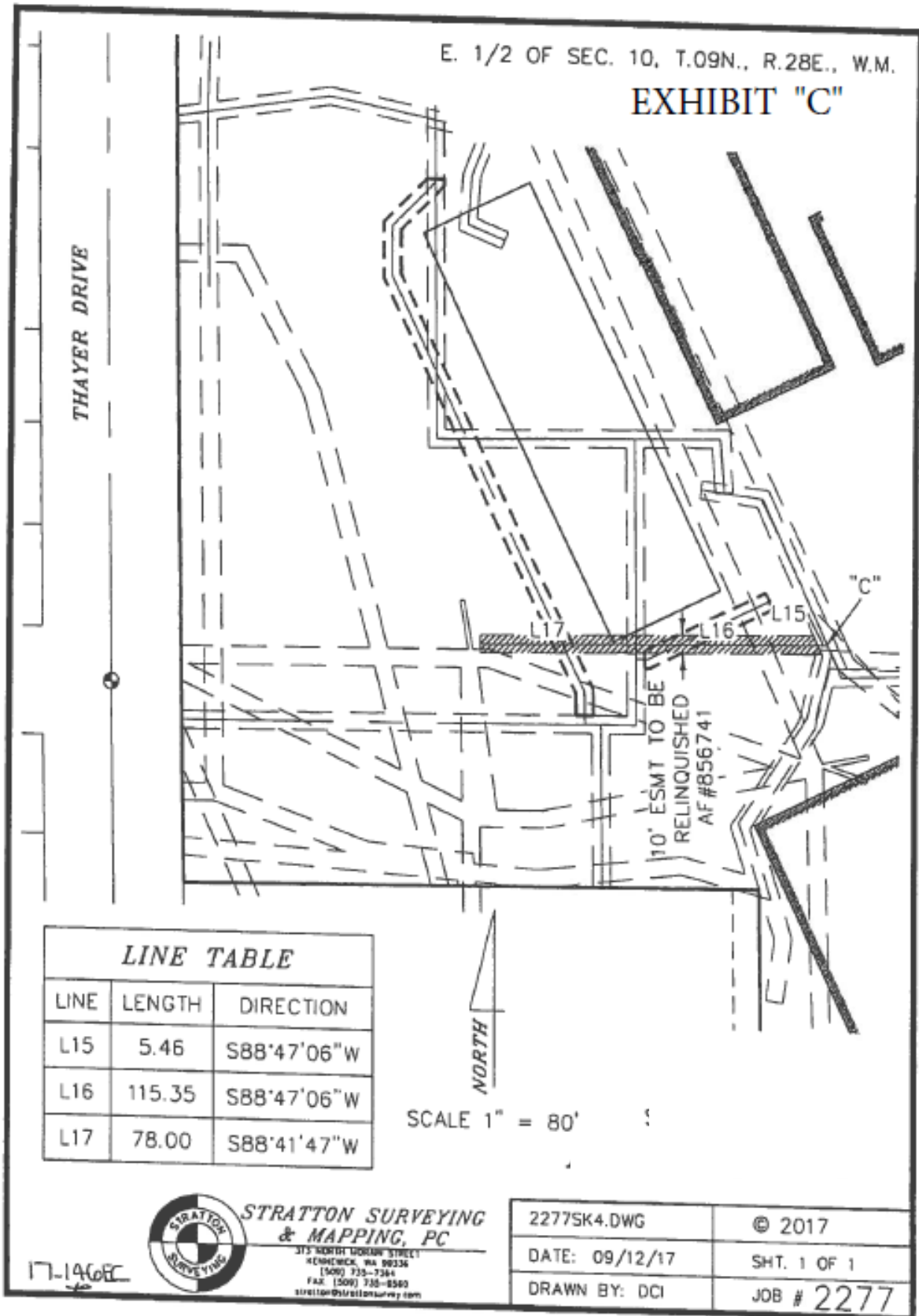
© 2017

DATE: 09/12/17

SHT. 1 OF 1

DRAWN BY: DCI

JOB # 2277





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 210-17, Authorizing a Memorandum of Understanding with Energy Northwest for the Horn Rapids Solar Storage and Training Project

Department:

Energy Services

Ordinance/Resolution Number:

210-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 210-17, authorizing the City Manager to execute a Memorandum of Understanding with Energy Northwest for Horn Rapids Solar Storage and Training project.

Summary:

Energy Northwest (EN) is sponsoring an energy storage and photovoltaic renewable energy project as a public and private partnership. The Horn Rapids Solar Storage and Training (HRSST) project has multiple benefit streams including: economic development with training attendees, research, renewable options, and dispatchable energy storage. Training attendees will directly and indirectly provide community revenues.

EN has been accruing costs developing the project since 2015 and has also tentatively been awarded a grant from Washington State Department of Commerce.

The project directly benefits Richland Energy Services (RES) business with the proposed location and potential integration with the electrical distribution system. Additional RES business benefits will include the ability to operate the energy storage device for demand response and as a resource supporting renewable energy portfolio requirements when RES qualifies under the Washington State Energy Independence Act.

For the project to move forward, it will be contingent upon consideration and approval by City Council related to a Participant Agreement with ENW for battery costs and a Power Purchase Agreement with a private solar developer for purchase of off-taker renewable power generation. Economics for each are still being assembled by EN and the private renewable owner before the project can be fully evaluated.

If the project does not move forward, it is recommended through approval of the Memorandum of Understanding that RES should pay \$75,000 towards EN's accrued project development and administration costs. RES has available budget in the 2018 proposed budget supporting capital improvement projects.

Fiscal Impact:

The fiscal impact is \$75,000 which is available in the proposed 2018 RES budget supporting capital improvement projects.

Attachments:

1. Resolution No. 210-17
2. Contract No. 252-17 Memorandum of Understanding
3. Resolution No. 175-15 - Expressing Council Interest
4. Expression of Interest Letter

RESOLUTION NO. 210-17

A RESOLUTION of the City of Richland authorizing execution of a Memorandum of Understanding for Horn Rapids Solar, Storage and Training Project with Energy Northwest.

WHEREAS, Energy Northwest (EN) is sponsoring a 1MW Vanadium energy storage project with a 4MWdc photovoltaic solar power system owned by a private entity; and

WHEREAS, EN has identified the project as the Horn Rapids Solar, Storage and Training facility (HRSST) with collaboration between public and private entities; and

WHEREAS, EN has proposed the project to be located on property owned by the International Brotherhood of Electrical Workers #77 (IBEW-77) and within City of Richland Energy Services (RES) electrical service area; and

WHEREAS, since 2015, EN has been working on elements of the HRSST project with RES as a potential partner and benefactor; and

WHEREAS, EN has tentatively been awarded a Washington State Department of Commerce grant with grant proceeds available at completion of HRSST project milestones; and

WHEREAS, the basis of interest for RES is with future benefits of the dispatchable energy storage and renewable energy project components when qualifying under the Washington State Energy Independence Act; and

WHEREAS, RES recognizes the potential economic development benefits to the City, both from the training perspective and through future recruitment of industries that can take advantage of technologies realized through this project experience; and

WHEREAS, the Richland City Council previously expressed interest in the HRSST project by adoption of Resolution No. 175-15, contingent upon future consideration and approval by Council related to a Participant Agreement with EN for battery costs and a Power Purchase Agreement with a private solar developer for purchase of off-taker renewable power generation; and

WHEREAS, since 2015, EN has encumbered administrative project development and grant application costs that directly benefit RES whether or not the project moves forward.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a Memorandum of Understanding with Energy Northwest for the Horn Rapids Solar, Storage and Training Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**Memorandum of Understanding
Energy Northwest and City of Richland Energy Services**

This Memorandum of Understanding (the Memorandum) is made this _____ day of _____, 2017 (Effective Date), by and between Energy Northwest (EN) and City of Richland Energy Services (Richland), individually a "Party" and collectively the "Parties."

WHEREAS, EN intends to develop a 1 MW Vanadium flow battery storage system (Battery Storage Project) coupled with a 4 MW_{DC} photovoltaic solar power system that will be owned by a private entity; collectively the project is referred to as the Horn Rapids Solar Storage and Training Project (the Project);

WHEREAS, Richland has expressed interest in considering obtaining all the off-take power, battery storage, and other benefits from the Project;

WHEREAS, the Parties are in the process of negotiating a Participant Agreement that will define the roles, responsibilities and interfaces for the project consideration by City of Richland Council; and

WHEREAS, the Parties understand that development of the Battery Storage Project has been ongoing for approximately two years prior to the Effective Date of this Memorandum and is expected to continue through to Commercial Operation.

1. Purpose

The purpose of this Memorandum is to identify the costs of the Battery Storage Project that Richland will pay to EN in the event the Parties are unable to execute a Participant's Agreement related to the Project.

2. Development Costs and Payment

Richland will pay the Development Costs through June 30, 2017 in the amount of \$75,000. Development Costs (not included in the \$75,000 noted above) incurred prior to July 1, 2017 by EN totaling \$206,175 are excluded from this Memorandum and are borne by EN. Payment will be made from Richland to EN within sixty days of being invoiced for the Development Costs through June 30, 2017 if the Project is terminated or suspended indefinitely (meaning a delay of at least six months).

3. Dispute Resolution

In the event of a dispute between the Parties relating to this Memorandum, a dispute resolution group will convene consisting of a senior executive from each Party together with one other person independent of the Parties appointed by the two senior executives. The dispute resolution group may receive any information they deem necessary to resolve the dispute. The Parties agree that a decision of the dispute resolution group will be final.

4. Term

This Memorandum will remain in effect until either a Participant Agreement is signed by both Parties, or until the terms of this Memorandum are fulfilled as a result of Project termination /

indefinite suspension that results in payment by Richland of Development Costs described in Section 2, whichever is the first to occur, and may be extended only by agreement of both Parties.

5. Notice

Any notice or communication required or permitted under this Memorandum will be sufficient if given or delivered in person, by mail, or by electronic means to an address or other contact information provided by one Party to the other.

6. Governing Law

This Memorandum will be construed in accordance with the laws of the State of Washington.

7. Assignment

Neither Party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning Party, which approval will not be unreasonably withheld.

8. Amendment

This Memorandum may be amended or supplemented in writing, if signed by both Parties.

Signatories

Energy Northwest

By: James Gaston, General Manager, Energy Services/Development

City of Richland Energy Services

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

RESOLUTION NO. 175-15

A RESOLUTION of the City of Richland authorizing the execution of Expression of Interest related to the Horn Rapids Solar, Storage and Training Project.

WHEREAS, Richland Energy Services Department (RES) operates the electric utility for the City of Richland (City); and

WHEREAS, one of the primary responsibilities of RES staff is securing power generation to meet forecasted City electric utility load requirements in compliance with contractual obligations set forth in the Regional Dialogue (RD) contract with the Bonneville Power Administration (BPA) and Federal Energy Regulatory Commission (FERC) regulations; and

WHEREAS, the City is a participating agency of Energy Northwest (EN), a Joint Operating Agency formed by Washington State statute; and

WHEREAS, as a participating agency, the City has access to purchase off-take power from EN power generation projects; and

WHEREAS, EN is proposing a solar and energy storage project with a capacity of approximately 3.2 average megawatts, tentatively scheduled for power generation to go online in calendar year 2017; and

WHEREAS, RES, given future requirements to purchase renewable power under the Washington State Energy Independence Act, and given the BPA RD contractual requirement to declare the third phase power needs for years 2020 through 2024, has interest in analyzing the cost vs. benefits of prospective purchase of all or a portion of the off-take power from the prospective EN solar and energy storage project; and

WHEREAS, EN has offered a non-committal Expression of Interest as the mechanism for prospective power purchasers to further pursue interest in the EN solar and energy storage project; and

WHEREAS, if, after project benefit/cost analysis, RES staff and the City's Utility Advisory Committee (UAC) believe it is in the best business interests of the City to pursue power purchase of all or a portion of the off-take power from the EN solar and energy storage project, specific recommendations related to negotiations of that power purchase will be brought to City Council for consideration of approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that City Council authorizes the Richland City Manager to sign and execute the non-committal Expression of Interest to analyze the benefit vs. cost of City purchase of all or a portion of the off-take power from the prospective EN solar and energy storage project.

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 20th day of October, 2015.



DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney



Solar Generation Project¹ Offering Expression of Interest

Energy Northwest is offering a 4 megawatts_{DC} (MW) new solar project located in Richland, Washington. The project is described in an overview document included with this form.

Energy Northwest is formally seeking expressions of interest for a Power Purchase Agreement (PPA). **Please complete and return this Expression of Interest Form by October 21, 2015.** Forms received after this date will be at a lower level of priority.

Minimum proposed output capacity to be purchased is 4 MW_{DC}.

- **The signature below is provided under the following conditions:**
 1. In accordance with Washington statute, Energy Northwest member utilities have first right of refusal for participation in its generation projects. Expressions will be prioritized in the following sequence in chronological order:
 - a. Energy Northwest Member utilities, received prior to due date
 - b. Other eligible utilities, received prior to the due date
 - c. Energy Northwest Member utilities, received after the due date,
 - d. Other eligible utilities, received after the due date,
 2. The submittal of this document constitutes an expression of interest only, and **does not constitute an obligation or commitment by the utility or Energy Northwest.** Any party expressing interest in the project can withdraw such interest in writing at any time prior to execution of the development agreement.
 3. The future execution of a PPA will constitute a binding commitment which will be subject to the approvals of the governing bodies of all project participants and Energy Northwest, as deemed appropriate.

¹ Pending project approval by Energy Northwest's Board of Directors

Utility Name: City of Richland Energy Services

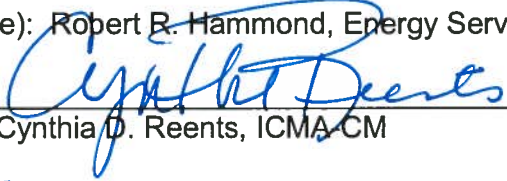
Address: 840 Northgate Drive / PO Box 190, Richland, WA 99352

Telephone: (509) 942-7403 Fax: (509) 942-7405

Email: RHammond@ci.richland.wa.us

Point of Contact (Name): Robert R. Hammond, Energy Services Director

Authorized Signature:


Cynthia D. Reents, ICMA CM

HPK

Date: 10-23-15

Number of MWs 4.0dc MW

Comments: City of Richland interest is in all or a portion of the off-take power from this project.

Please return completed form to:

Jennifer Knighten
Energy Northwest
PO Box 968, Mail Drop 1035
Richland, WA 99352
Phone: (509) 377-4166
Fax (509) 377-5078
e-mail: jlknighten@energy-northwest.com



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 211-17, Authorizing a Water Pipeline Oversizing Agreement with Westcliffe, LLC

Department:
Public Works

Ordinance/Resolution Number:
211-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 211-17, authorizing the City Manager to execute a Water Pipeline Oversizing Agreement with Westcliffe, LLC.

Summary:

Westcliffe, LLC is the developer of the plat of Westcliffe. This plat is located in South Richland and is bounded to the north and east by the KID canal, to the west by Queensgate Blvd., and to the south by Gala Way.

In accordance with current development standards, Westcliffe, LLC is required to install an eight-inch PVC water main in all streets of the development. The City's Water System Plan calls for a 10-inch ductile iron water main to be installed through this area. This oversized water main will provide capacity for future development to the general area surrounding the plat of Westcliffe, and also supply water for upper pressure zones needed for future development.

Westcliffe, LLC agreed to install the larger 10-inch water main as part of construction if the City would reimburse for the extra costs. This type of reimbursement is authorized in Section 18.34 of the Richland Municipal Code. The oversizing costs have been established from actual construction prices to be a total of \$46,116.00.

Approval of the proposed agreement will allow reimbursement to Westcliffe, LLC for the extra material and labor costs associated with installing a larger water main than was needed to serve the plat of Westcliffe Phase 15.

Staff recommends approval of Resolution No. 211-17.

Fiscal Impact: The oversizing reimbursement of \$46,116 will be funded from the current Water Administration budget, which has unspent capacity due to a correction in allocated City administration expenses.

Attachments:

1. Resolution No. 211-17
2. Oversizing Agreement - Westcliffe, LLC

RESOLUTION NO. 211-17

A RESOLUTION of the City of Richland authorizing execution of an agreement with Westcliffe, LLC to compensate for oversizing the water main in the Westcliffe Phase 15 development.

WHEREAS, Richland Municipal Code (RMC) Section 24.20.050 requires that new subdivisions be provided with a potable water distribution system; and

WHEREAS, RMC Section 18.34.020 requires developers of new subdivisions to provide the potable water distribution system at their expense; and

WHEREAS, RMC Section 18.34.020 allows the City to financially participate in the expense of constructing the potable water distribution system when doing so would provide capacity beyond the developer's needs and to the benefit of the City's potable water distribution system; and

WHEREAS, the City's chosen vehicle for participating in the cost of oversized water pipelines is through a reimbursement agreement once the pipeline is installed by the developer; and

WHEREAS, the City's 2010 Water System Plan includes locations where water distribution pipelines must be larger than required for local service in order to meet larger area service demands; and

WHEREAS, one of the locations where a larger water distribution pipeline is called for by the Water System Plan is within the Westcliffe Subdivision; and

WHEREAS, the Westcliffe developer constructed a water main in Queensgate Drive within the residential development known as Westcliffe Phase 15; and

WHEREAS, the Westcliffe developer was required, by the provisions of Titles 18 and 24 of the RMC, to install 8-inch PVC water mains within all streets within in this development; and

WHEREAS, to implement its 2010 Water System Plan, the City desired to enlarge the water main within the street known as Queensgate Drive to a 10-inch ductile iron main; and

WHEREAS, this oversized water main will benefit the City's Tapteal 4 domestic water distribution system and allow for future development to the south of Westcliffe, and is not for the specific benefit of this development; and

WHEREAS, the City's Public Works Department engineering staff have approved the construction plans for the oversized water pipeline, observed its installation and testing, and have reviewed and verified the construction costs provided by the Westcliffe developer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute an agreement with Westcliffe LLC to compensate the developer for oversizing the water main in the Westcliffe Phase 15 development.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

WATER MAIN OVERSIZING AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between the CITY OF RICHLAND, WASHINGTON, a municipal corporation, hereinafter referred to as “CITY” and WESTCLIFFE, LLC., hereinafter referred to as “DEVELOPER” and together, hereinafter referred to as the “PARTIES”.

WHEREAS, Richland Municipal Code Section 18.34.20 authorizes the City to participate in the cost of water system infrastructure when the installed infrastructure exceeds the requirements of a developer; and

WHEREAS, the Developer constructed a water main in Queensgate Drive within the residential development known as “Westcliffe Phase 15”, and

WHEREAS, the Developer was required to install 8-inch PVC water mains within all streets within in this development, and

WHEREAS, the City desired to enlarge the water main within the street known as Queensgate Drive to a 10-inch ductile iron main in order to improve the City’s domestic water system and be in accordance with the City’s Water System Plan, and

WHEREAS, this oversized water main will benefit the City’s Tapteal 4 domestic water distribution system and allow for future development to the south of the Westcliffe plat and is not solely for the specific benefit of this development.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1: The Developer has installed approximately 2,061 linear feet of 10-inch ductile iron water main and its associated fittings within Queensgate Drive, all within the boundaries of the plat of Westcliffe Phase 15 and in accordance with the City’s Water System Plan and the Westcliffe Phase 15 engineering construction plans approved by the City on September 18, 2015.

Section 2: That the City accepted the water main on May 17, 2017 and will own, operate and maintain the water main as part of the City's domestic water system.

Section 3: The total oversizing costs incurred by the Developer is \$46,116.00 based on actual construction prices.

Section 4: Within thirty days of the executed date of this agreement, the City will reimburse the Developer a total amount of \$46,116.00 for the costs to oversize the water main and associated fittings within Queensgate Drive from 8-inch PVC pipe to 10-inch ductile iron pipe.

IN WITNESS WHEREOF the parties have executed this agreement at Richland, Washington, the day and year first written above.

CITY OF RICHLAND

By: _____
Cynthia D. Reents,
City Manager

By: _____
Mark Bauder
Westcliffe, LLC

Attest:

Marcia Hopkins,
City Clerk

Approved as to Form:

Heather Kintzley,
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 212-17, Authorizing a Cost Sharing Agreement with WA-CLEC, LLC (dba Crown Castle) for Fiber Optic Infrastructure Construction

Department:

Assistant City Manager

Ordinance/Resolution Number:

212-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 212-17, authorizing the City Manager to execute a Cost Sharing Agreement with WA-CLEC, LLC (dba Crown Castle) for fiber optic infrastructure construction.

Summary:

The City of Richland is preparing to extend its fiber optic backbone from the corner of Goethals Drive and Mansfield Street to the corner of Stevens Drive and Wellsian Way. During the planning phase of the City's fiber backbone extension, Crown Castle approached the City of Richland and offered to share the construction costs of installing conduit along several sections of the backbone extension in return for the installation of one additional conduit for Crown Castle's use for their fiber project. After construction is complete, each party shall own and maintain its own conduit infrastructure.

The fiber optic infrastructure construction will occur at the following locations:

- Southeast corner of Stevens Drive and Swift Boulevard to the northeast corner of Stevens Drive and Mansfield Street;
- Northeast corner of Stevens Drive and Mansfield Street to the northeast corner of Stevens Drive and Knight Street;
- Northeast corner of Stevens Drive and Knight Street to the southeast corner of Steven Drive and Lee Boulevard;
- Southeast corner of Steven Drive and Lee Boulevard to the southeast corner of Wellsian Way and Lee Boulevard.

Crown Castle shall pay the City a non-recurring cost of one-half of the actual cost of the construction as incurred by the City of Richland. For estimation purposes, Crown Castle can expect to pay approximately sixty-two thousand five hundred ninety-seven dollars and four cents (\$62,597.04), which represents Crown Castle's 50% share of the total cost of construction and installation.

Staff recommends approval of Resolution No. 212-17.

Fiscal Impact:

The estimated cost of the construction is estimated to be \$125,194. By sharing the cost of construction with Crown Castle, the City of Richland should experience an estimated reduced cost of \$62,597.

Attachments:

1. Resolution No. 212-17
2. Proposed Cost Sharing Agreement

RESOLUTION NO. 212-17

A RESOLUTION of the City of Richland authorizing the execution of a cost sharing agreement with WA-CLEC, LLC, dba Crown Castle, for fiber optic infrastructure construction.

WHEREAS, WA-CLEC, LLC (dba Crown Castle) requests that the City of Richland ("City") construct fiber optic conduit infrastructure to connect multiple locations in the City; and

WHEREAS, the City, independent of the request from Crown Castle, intends to construct fiber optic infrastructure in the same locations identified by Crown Castle; and

WHEREAS, the public will benefit from a cost sharing agreement between the City and Crown Castle; and

WHEREAS, both parties receive mutual benefit by entering into a cost sharing agreement, and therefore wish to memorialize the terms of their relationship.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a cost sharing agreement with WA-CLEC, LLC for fiber optic infrastructure construction.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**COST SHARING AGREEMENT
FIBER OPTIC INFRASTRUCTURE CONSTRUCTION**

This AGREEMENT is made and entered into this _____ day of _____, 2017, between the **CITY OF RICHLAND**, a Washington municipal corporation (the "City"), and **WA-CLEC, LLC**, a Delaware limited liability company ("Crown Castle").

I. Recitals

WHEREAS, Crown Castle requests that the City construct fiber optic infrastructure in the several locations in the City of Richland as identified herein; and

WHEREAS, the City, independent of the request from Crown Castle, intends to construct fiber optic infrastructure in the same locations identified by Crown Castle; and

WHEREAS, the public will benefit from a cost-sharing agreement between the City and Crown Castle for construction of fiber optic infrastructure; and

WHEREAS, both parties receive mutual benefit by entering into a fiber optic infrastructure cost sharing agreement, and therefore wish to memorialize the terms of their relationship.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereto agree as follows:

II. Agreement

1. COST SHARING – FIBER OPTIC INFRASTRUCTURE CONSTRUCTION

1.1 The City will construct and install three (3) 2-inch conduits for fiber optic cabling use in the locations identified in Section 1.2 of the Agreement. The City will own and use two (2) conduits and Crown Castle will own and use one (1) conduit. The cost of constructing this infrastructure shall be shared equally between the City and Crown Castle, which each paying fifty percent (50%) of the total construction cost.

1.2 Fiber optic cable infrastructure shall be built at the following locations:

1.2.1 Southeast corner of Stevens Drive and Swift Boulevard to the northeast corner of Stevens Drive and Mansfield Street;

1.2.2 Northeast corner of Stevens Drive and Mansfield Street to the northeast corner of Stevens Drive and Knight Street;

1.2.3 Northeast corner of Stevens Drive and Knight Street to the southeast corner of Steven Drive and Lee Boulevard;

1.2.4 Southeast corner of Steven Drive and Lee Boulevard to the southeast corner of Wellsian Way and Lee Boulevard.

- 1.3 The City shall be responsible for bidding, awarding and administering the construction contract for fiber optic cable infrastructure in conformance with the City's public works contracting policies and procedures. Any bid protests or other legal actions arising out of the bidding/contract award process shall be handled by the City in the City's sole discretion with no notice to, or input from, Crown Castle. City shall have sole responsibility for accepting or rejecting substantial and/or final completion of the work.

2. MAINTENANCE AND REPAIRS

- 2.1. After construction is complete, each Party shall own and maintain its own conduit infrastructure.
- 2.2. Damage to any of the provided conduit infrastructure shall be repaired as soon as possible by the owner of said conduit and related infrastructure.
- 2.3. Neither the City nor Crown Castle shall be liable to the other for consequential damages suffered by the other Party, or by any third party, as a result of damages or repairs to the provided conduit, no matter what the cause of the interruption or damage.

3. PRINCIPAL CONTACTS

The following individuals have been identified by the City and Crown Castle as Principal Contacts for this Agreement:

For Crown Castle

Rod Hanson
WA - CLEC LLC
c/o Crown Castle
300 Spectrum Center Dr., Suite 1200
Irvine, CA 92618
(206) 817-4689

For City of Richland

Jon Amundson
City of Richland
P.O. Box 190
Richland, WA 99352
(509) 942-7380

4. TERM / CANCELLATION

- 4.1 Either party may cancel this Agreement prior to the selection and official bid award to the selected qualified contractor. After the official bid award has been approved, this Agreement shall not be terminated except by mutual agreement of the Parties.

5. INSTALLATION EXPENSE REIMBURSEMENT

- 5.1 As a non-recurring cost, Crown Castle shall pay the City one-half of the actual cost of the construction and installation as incurred by the City. For estimation purposes, Crown Castle can expect to pay approximately sixty-two thousand five hundred ninety-seven dollars and four cents (\$62,597.04), which represents Crown Castle's 50% share of the total cost of construction and installation. The City shall notify Crown Castle if this estimated amount will be exceeded by ten percent (10%) or more.
- 5.2 No monthly re-occurring expenses will be incurred by the Crown Castle.

- 5.3 Payment by Crown Castle shall be due within thirty (30) calendar days of invoice by the City. Payment in full shall be remitted to 505 Swift Boulevard, Richland WA 99352, ATTN: Accounts Payable.

6. INDEMNIFICATION

- 6.1 Each Party to this Agreement shall protect, indemnify, and save harmless the other party, its officers, officials, employees, and agents, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the indemnifying Party's own negligent acts or omissions. Neither Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 6.2 Each of the Parties agree that their obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.

7. MODIFICATION

- 7.1 No modification of this Agreement, including any extensions, shall be valid unless evidenced in writing and signed by both Parties. No verbal agreement may supersede, replace or amend this section or any other provision of this Agreement.

8. INTEGRATION

- 8.1 This Agreement constitutes the final and complete integrated agreement between the Parties concerning its subject matter. All other agreements or understandings, whether verbal or in writing, outside of this Agreement are hereby terminated.

9. ASSIGNMENT

- 9.1 Neither Party to this Agreement shall transfer or assign any right or obligation hereunder without prior written consent of the other party, which shall be made in the Party's sole discretion. Any such transfer or assignment made without the required consent shall be null and void.

10. SEVERABILITY

- 10.1 Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and it shall continue in full force and effect.

11. CONTROLLING LAW AND VENUE

- 11.1 This Agreement is entered into under, and shall be controlled by, the laws of the State of Washington.
- 11.2 the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, that action or proceeding shall be brought in the Superior Court for Benton County, Washington. All parties consent to personal jurisdiction in Benton County Superior Court.

12. NO PARTNERSHIP OR THIRD PARTY RIGHTS

- 12.1 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties, or to impose any partnership obligations or liability upon either party.
- 12.2 This Agreement shall not be construed to create rights in or grant remedies to any third party as a beneficiary of this Agreement.

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

CITY OF RICHLAND

WA-CLEC, LLC

By: Cindy Reents, ICMA-CM
City Manager



By: William G. Barnett
VP Assets/Operations

Approved as to Form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 213-17, Authorizing the Execution of Solid Waste Collection Agreements for Properties within Recently Annexed Territories

Department:
Public Works

Ordinance/Resolution Number:
213-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 213-17, authorizing the City Manager to execute Solid Waste Collection Agreements with Basin Disposal, Inc. and Ed's Disposal, Inc. for properties within recently annexed areas.

Summary:

Washington State, through the Utilities and Transportation Commission (WUTC), regulates solid waste collection services. WUTC oversees the terms and rates for services delivered within geographic permit boundaries. For most of Washington State, private-sector solid waste collection companies hold WUTC permits and deliver services. Washington State law empowers Cities to assume authority over solid waste collection services within their boundaries. The Cities' authority can be exercised by providing services as a municipal operation, as Richland does, or by contracting.

An annexation by a city brings property once under the authority of the WUTC's process under the city's authority. To address the potential disruption to a solid waste collection companies' business State law requires that cities completing annexations contract with the WUTC permit holders for a period of at least seven years. Current best practice is to extend this minimum contracting period to ten years because the extension enables a release of all damage claims by the collection companies.

One annexation in 2016 and two annexations in 2017 added property to the City that is included in WUTC permits held by Ed's Disposal, Inc. and Basin Disposal, Inc. The proposed agreements enable Ed's Disposal, Inc. and Basin Disposal, Inc. to continue to operate under the terms of their WUTC permit until December 31, 2027, after which the City may choose how services are provided to these properties. The proposed agreement follows a template negotiated and implemented over the past several years. Staff recommends approval of Resolution No. 213-17.

Fiscal Impact:

There will be virtually no fiscal impact in the near term related to these agreements. If land development occurs within these annexed properties, the resulting solid waste services will generate utility tax revenues, paid by Ed's Disposal, Inc. and Basin Disposal, Inc. to the general fund. In addition, the agreement allows the City's Solid Waste Utility to collect a surcharge from Ed's and Basin customers in these annexations to support the customer's use of the City's landfill at City resident rates.

Attachments:

1. Resolution No. 213-17
2. BDI-Eds Collection Agreement - Dallas Annexation
3. BDI-Eds Collection Agreement - Jericho Annexation
4. BDI-Eds Collection Agreement - Keene Annexation

RESOLUTION NO. 213-17

A RESOLUTION of the City of Richland authorizing a Solid Waste Collection Agreement with Basin Disposal, Inc. and Ed's Disposal, Inc. for the Dallas/Cowlitz, Jericho Road and Keene Road Annexations.

WHEREAS, by adoption of Ordinance No. 68-16, dated December 6, 2016, the City annexed property known as the Dallas/Cowlitz Annexation; and

WHEREAS, by adoption of Ordinance No. 25-17, dated August 1, 2017, the City annexed property known as the Jericho Road Annexation; and

WHEREAS, by adoption of Ordinance No. 34-17, dated September 19, 2017, the City annexed property known as the Keene Road Annexation; and

WHEREAS, Basin Disposal, Inc. holds Certificate No. G-118 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the property included in the aforementioned Annexations; and

WHEREAS, Ed's Disposal, Inc. holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas, including the property included in the aforementioned Annexations; and

WHEREAS, pursuant to RCW 35.13.280, the WUTC regulates the collection of solid waste within the aforementioned Annexations until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020; and

WHEREAS, the City has given written notice to the WUTC of its intention to collect solid waste in the aforementioned Annexations; and

WHEREAS, RCW 35.13.280 requires the City to grant authorization to Basin Disposal, Inc. and Ed's Disposal, Inc. to collect solid waste in the aforementioned Annexations for a term of not less than seven (7) years; and

WHEREAS, the proposed Solid Waste Collection Agreements with Basin Disposal, Inc. and Ed's Disposal grant a ten-year term to comply with RCW 35.13.280 and resolve any potential claim against the City for damages; and

WHEREAS, the proposed agreements require Basin Disposal, Inc. and Ed's Disposal to pay City Utility Occupation Tax and such other fees in accordance with the Richland Municipal Code; and

WHEREAS, the proposed agreements include a transition planning process that will allow the City to evaluate the best path forward for its residents at the expiration of the ten-year agreement term.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute the Solid Waste Collection Agreements with Basin Disposal, Inc. and Ed's Disposal for customers within the aforementioned Annexations.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Dallas / Cowlitz Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between BASIN DISPOSAL, INC. (“BDI”) and ED’S DISPOSAL, INC. (“ED’s”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 68-16, dated December 6, 2016 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Dallas / Cowlitz Annexation (the “Annexed Territory”);

WHEREAS BDI hold Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas of Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Ed’s holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Waste Management of Washington, Inc. (“WMW”) holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to BDI and Ed’s a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to BDI and ED’s a seven-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to BDI and Ed’s a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and BDI and Ed's agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a seven year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to BDI and Ed's the exclusive right (shared with WMW in overlapping territory) to collect MSW from residential, commercial and industrial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing BDI and Ed's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2027**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed's for any and all measurable damages BDI and Ed's has incurred as a result of the annexation and cancellation of their MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 3 below), the City hereby grants to BDI and Ed's the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re WMW. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. BDI and Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed's customer's located within Ed's Certificates G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. BDI and Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and

4.2. BDI and Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to Ed's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on BDI and

Ed's Collection Services within the Annexed Territory, the City shall notify BDI and Ed's a minimum of THIRTY (30) days before the taking effect of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to BDI and Ed's WUTC Tariffs, BDI and Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify BDI and Ed's in writing of the additional services requested, and BDI and Ed's shall have the right to provide such additional services during the Transition Period. If BDI and Ed's elect to provide such additional services, BDI and Ed's shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if BDI and Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If BDI and Ed's either (a) notify the City in writing of its decision not to provide such additional services, or (b) fail to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those Additional Services or provide those services itself within the Annexed Territory

8. Billing. BDI and Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. BDI and Ed's shall invoice their customers generally consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. BDI and Ed's shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). BDI and Ed's shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, BDI and Ed's shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and BDI and Ed's WUTC Tariffs.

11. Transition of BDI and Ed's Collection Services to City. After the end of the Transition Period:

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or providing MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, BDI and Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. BDI and Ed's acknowledge that by entering into this franchise, they intend to waive all claims under RCW 35.13.280, including those for measurable damages which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. BDI and Ed's shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from BDI and Ed's to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area pursuant to RCW 81.77.020, and commence services as described in the No. 1 above. As required by WAC 480-70-141(3), BDI and Ed's shall be responsible for notifying the WUTC that BDI and Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If any Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of the other Party, except that BDI and Ed's may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to BDI and Ed's:	<u>Basin Disposal Inc.</u> <u>PO Box 3850</u> <u>Pasco, WA 99302-3850</u> Attention: <u>Darrick Dietrich, President</u>	If to City:	<u>City of Richland</u> <u>505 Swift Boulevard, MS-26</u> <u>Richland, Washington 99352</u> <u>Pete Rogalsky, Public Works</u> Attention: <u>Director</u>
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17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

18. Advice of Counsel/Full Understanding. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter. Moreover, the parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have been fully advised by their independent legal counsel, accountants and other advisors with respect thereto.

19. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

20. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

21. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by mediation or arbitration in Pasco or Richland, Washington in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise ordered or agreed to by the parties. Other than mediation costs, in the event any arbitration or legal action is taken by either party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party of such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees and expenses incurred by the prevailing party.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

25. No Admission of Liability. This Agreement does not constitute and shall not be construed as an admission of liability, fault or responsibility on the part of any of the Parties.

26. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

27. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

28. Headings Not Controlling. The paragraph headings included herein are for reference only and are not parts of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

29. Equal Participation in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language.

30. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce compliance thereafter with each and every term and condition of this Agreement.

31. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

BDI and ED's DISPOSAL, INC.

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

By: _____
Name: Darrick Dietrich
Title: President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

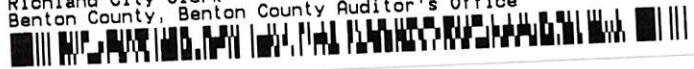
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: David W. Wiley
Title: _____

Attachment:
Exhibit A - Ordinance No. 68-16



WHEN RECORDED RETURN TO:

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

A CERTIFIED TRUE COPY

Marcia Hopkins
CITY CLERK

PID# 1-20982011585003

ORDINANCE NO. 68-16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COPY

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

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

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

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

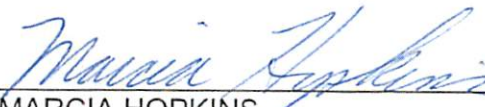
Section 8. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

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



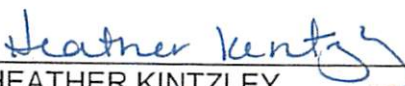
ROBERT J. THOMPSON
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

Date Published: December 11, 2016

COPY

EXHIBIT A

Legal Description for Cowlitz/Dallas Road Annexation

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

Contains 2.3 acres more or less.

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

1-20982011585003

COPY

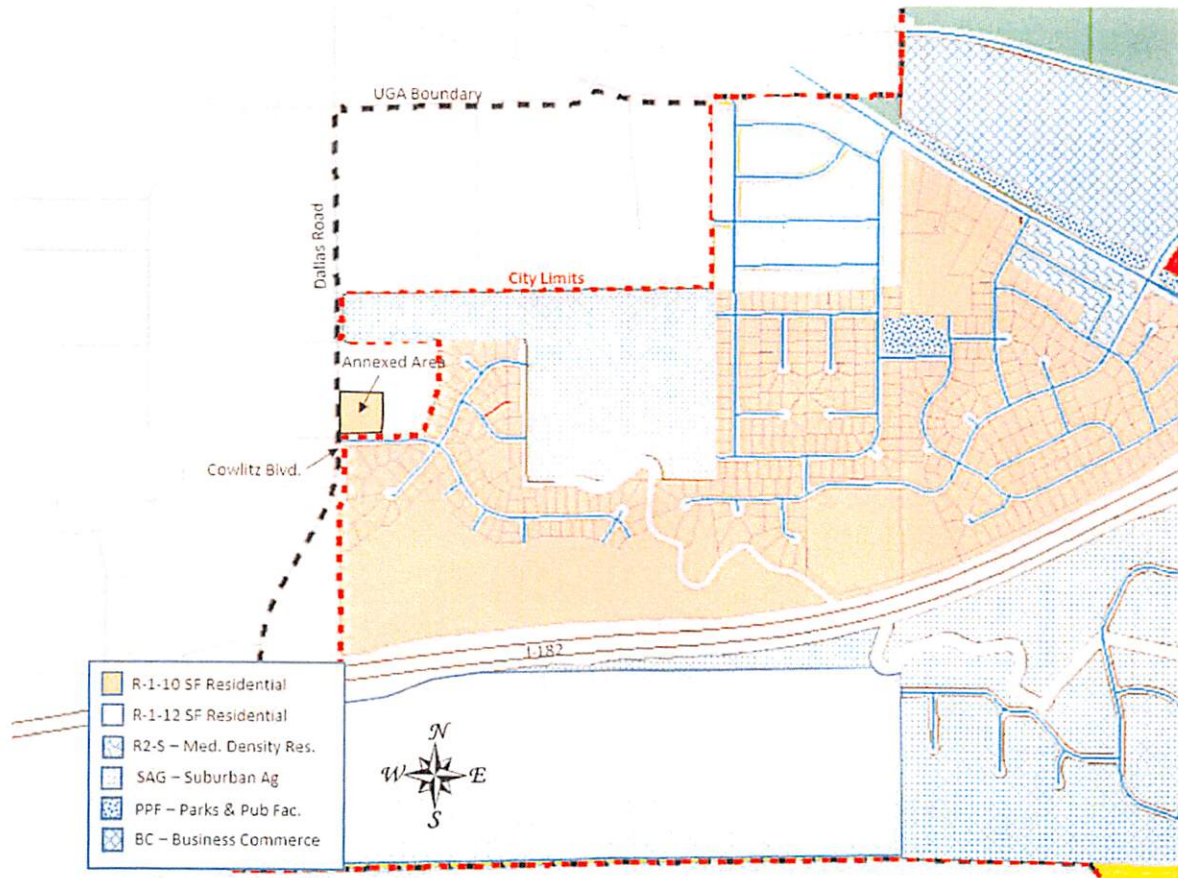
Benton County Auditor's Office Staff
determined that this page does not meet
their scanning requirements.

The page contained:

EXHIBIT B

Please contact the City Clerk's Office,
at the City of Richland, to obtain a
copy of this omitted page.

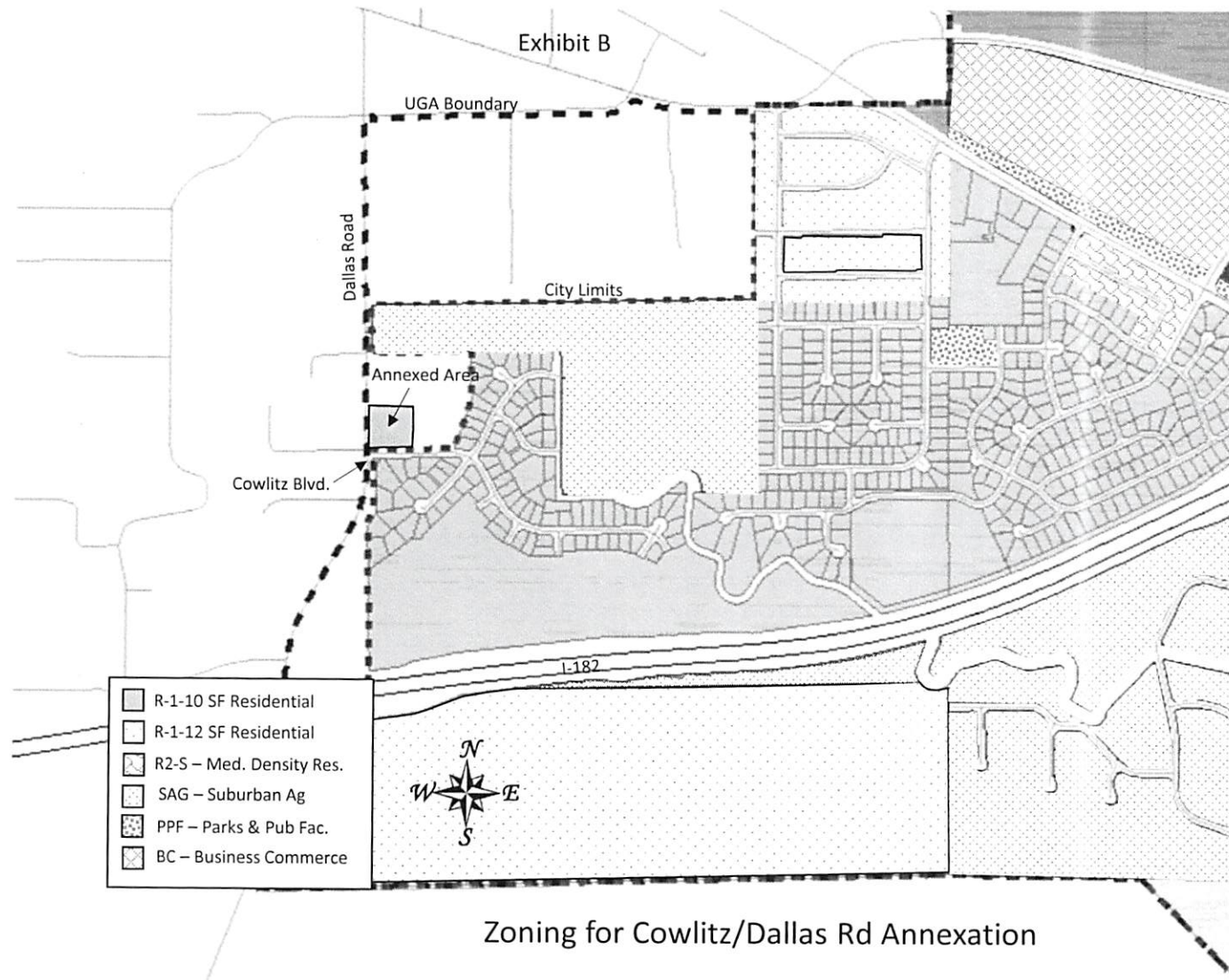
EXHIBIT B



ZONING FOR COWLITZ/DALLAS ROAD ANNEXATION

COPY

COPY



**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Jericho Road Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between BASIN DISPOSAL, INC. (“BDI”) and ED’S DISPOSAL, INC. (“ED’s”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 25-17, dated August 1, 2017 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Jericho Road Annexation (the “Annexed Territory”);

WHEREAS BDI hold Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas of Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Ed’s holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Waste Management of Washington, Inc. (“WMW”) holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to BDI and Ed’s a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to BDI and ED’s a seven-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to BDI and Ed’s a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and BDI and Ed's agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a seven year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to BDI and Ed's the exclusive right (shared with WMW in overlapping territory) to collect MSW from residential, commercial and industrial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing BDI and Ed's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2027**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed's for any and all measurable damages BDI and Ed's has incurred as a result of the annexation and cancellation of their MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 3 below), the City hereby grants to BDI and Ed's the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re WMW. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. BDI and Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed's customer's located within Ed's Certificates G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. BDI and Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and

4.2. BDI and Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to Ed's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on BDI and

Ed's Collection Services within the Annexed Territory, the City shall notify BDI and Ed's a minimum of THIRTY (30) days before the taking effect of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to BDI and Ed's WUTC Tariffs, BDI and Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify BDI and Ed's in writing of the additional services requested, and BDI and Ed's shall have the right to provide such additional services during the Transition Period. If BDI and Ed's elect to provide such additional services, BDI and Ed's shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if BDI and Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If BDI and Ed's either (a) notify the City in writing of its decision not to provide such additional services, or (b) fail to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those Additional Services or provide those services itself within the Annexed Territory

8. Billing. BDI and Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. BDI and Ed's shall invoice their customers generally consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. BDI and Ed's shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). BDI and Ed's shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, BDI and Ed's shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and BDI and Ed's WUTC Tariffs.

11. Transition of BDI and Ed's Collection Services to City. After the end of the Transition Period:

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or providing MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, BDI and Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. BDI and Ed's acknowledge that by entering into this franchise, they intend to waive all claims under RCW 35.13.280, including those for measurable damages which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. BDI and Ed's shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from BDI and Ed's to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area pursuant to RCW 81.77.020, and commence services as described in the No. 1 above. As required by WAC 480-70-141(3), BDI and Ed's shall be responsible for notifying the WUTC that BDI and Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If any Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of the other Party, except that BDI and Ed's may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to BDI and Ed's:	<u>Basin Disposal Inc.</u> <u>PO Box 3850</u> <u>Pasco, WA 99302-3850</u> Attention: <u>Darrick Dietrich, President</u>	If to City:	<u>City of Richland</u> <u>505 Swift Boulevard, MS-26</u> <u>Richland, Washington 99352</u> <u>Pete Rogalsky, Public Works</u> Attention: <u>Director</u>
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17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

18. Advice of Counsel/Full Understanding. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter. Moreover, the parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have been fully advised by their independent legal counsel, accountants and other advisors with respect thereto.

19. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

20. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

21. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by mediation or arbitration in Pasco or Richland, Washington in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise ordered or agreed to by the parties. Other than mediation costs, in the event any arbitration or legal action is taken by either party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party of such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees and expenses incurred by the prevailing party.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

25. No Admission of Liability. This Agreement does not constitute and shall not be construed as an admission of liability, fault or responsibility on the part of any of the Parties.

26. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

27. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

28. Headings Not Controlling. The paragraph headings included herein are for reference only and are not parts of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

29. Equal Participation in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language.

30. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce compliance thereafter with each and every term and condition of this Agreement.

31. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

BDI and ED's DISPOSAL, INC.

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

By: _____
Name: Darrick Dietrich
Title: President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: David W. Wiley
Title: _____

Attachment:
Exhibit A - Ordinance No. 25-17

WHEN RECORDED RETURN TO:

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

PID#: 1-2298-202-0005-010, 1-2298-202-0005-011, 1-2298-202-0005-009, 1-2209-202-0004-013, 1-2298-202-0004-005

ORDINANCE NO. 25-17

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 13.2 acres of land located at the eastern terminus of Jericho Road and south of Columbia Park Trail, providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Randy and Abbey Aust, owners of real property, the value of which exceeded 10% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on December 6, 2016 between the initiating parties of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 227-16, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 227-16 further authorizes and directs the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on January 11, 2017 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board on March 24, 2017; and

WHEREAS, on April 4, 2017, Richland City Council adopted Resolution No. 64-17, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

WHEREAS, a petition was circulated and signed by property representing 90% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on July 18, 2017, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

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

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

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

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

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

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map Nos. 47 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

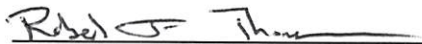
Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, attached hereto, when consideration is given to the interest of the general public.

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

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

Section 8. This ordinance shall be effective August 15, 2017 following publication in the official newspaper of the City.

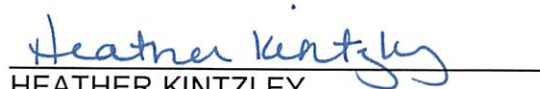
PASSED by the City Council of the City of Richland on this 1st day of August, 2017.


ROBERT J. THOMPSON
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY
City Attorney

Date Published: August 6, 2017

EXHIBIT A

Legal Description for the Jericho Road Annexation

The Jericho Road annexation consists of the following lots location within the plat of Badger Heights:

- The portion of Block 4, Lot 4 defined as follows: Beginning at the Southeast corner of Lot 4; Thence North a distance of 152.55 feet; Thence Northwesternly along the property line a distance of 250 feet along the property line; Thence South a distance of 219.5 feet to the South line; Thence east along south property line a distance of 240.89 feet to a Point of Beginning; Together with the portion of vacated road right of way per Resolution #91-1885, recorded 2/5/91;
- Block 4, Lot 5;
- Block 5, Lot 9 subject to right of way and easements 1-6-56 Together with the portion of vacated road right of way per resolution #91-026, recorded 2/5/91;
- Block 5, Lot 10 subject to easements and restrictions of record;
- Block 5, Lot 11 subject to easements and restrictions of record.

Together with the following segments of right of way:

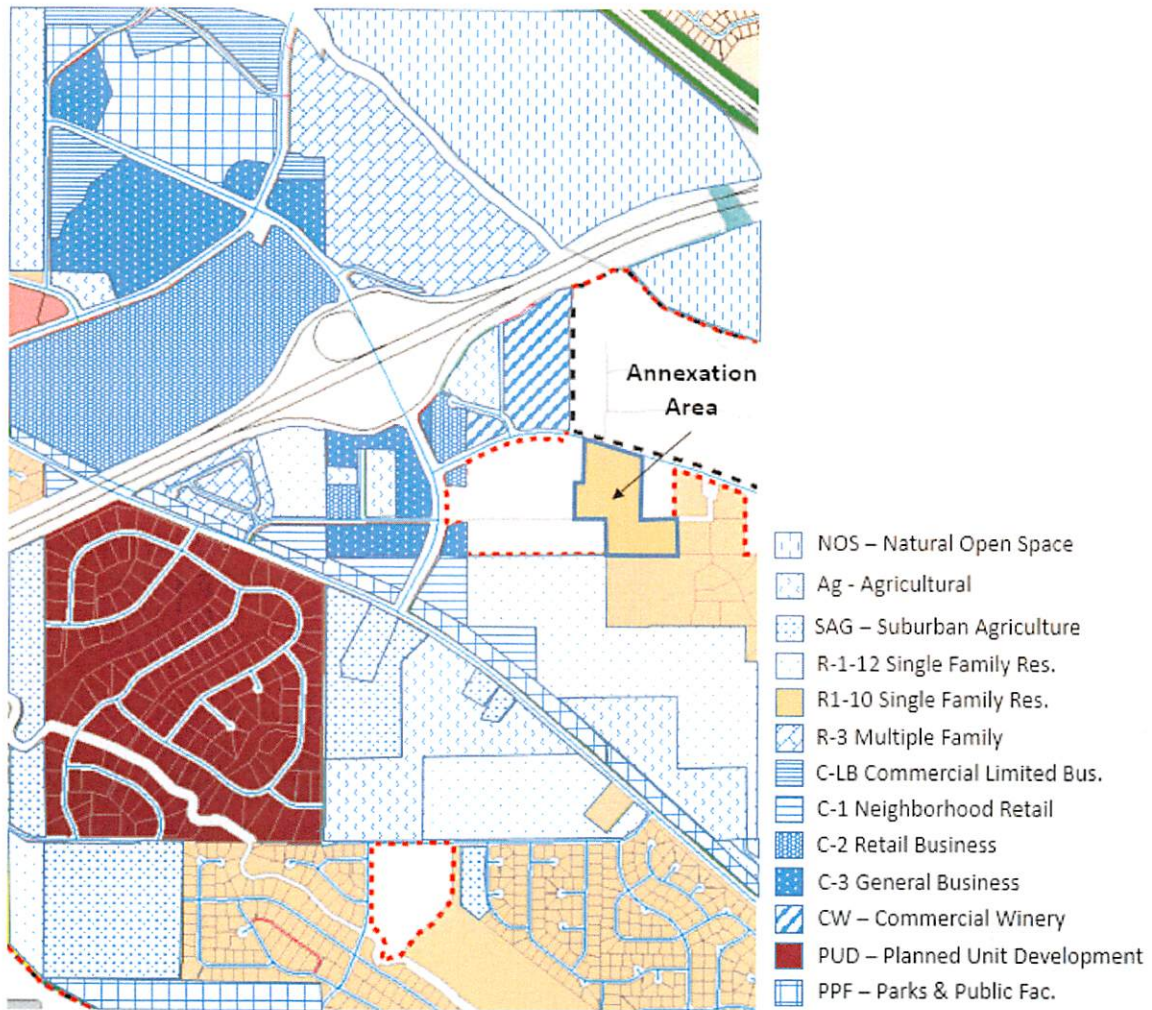
- That portion of Jericho Road lying easterly and adjacent to the westerly line of Block 4, Lot 5 of Badger Heights to the easterly line of Block 5, Lot 11 of Badger Heights; and
- That portion of Columbia Park Trail extending from existing City limits (the right of way adjacent to the eastern boundary of Lot 4, Block 4 of Badger Heights) extending easterly to the easterly line of Block 5, Lot 9 of the Badger Heights.

This description includes the following County Parcel Identification Numbers:

1-2298-202-0005-010
1-2298-202-0005-011
1-2298-202-0005-009
1-2209-202-0004-013
1-2298-202-0004-005

EXHIBIT B

ZONING FOR JERICHO ROAD ANNEXATION



FISCAL IMPACT – PROPOSED JERICHO ROAD ANNEXATION

INTRODUCTION

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

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

REVENUES

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

**TABLE I – Jericho Road Annexation Proposal
Projected Revenue – Year 2017**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	\$2.98492709/assessed valuation	\$805,690 assessed value	\$2,405
Permit Fees ¹	\$47/person	2 persons	\$94
Utility Taxes ²	0	No present utility connections	0
Sales Taxes ³	\$243/person	2 persons	\$486
Total			2,985

**TABLE II – Jericho Road Annexation Proposal
Projected Revenue – Full Build-Out**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Amount</u>
Property Tax	\$2.98492709/assessed valuation	\$8,023,325 total assessed value	\$23,949
Permit Fees ¹	\$47/person	52 persons	\$2,444
Utility Taxes ²	\$240/person	52 persons	\$12,480
Sales Taxes ³	\$243/person	52 persons	\$12,636
Total			\$51,509

Table I & II Notes:

- ¹ Permit fees are based on the total 2017 adopted budget figures for licenses and permits, (\$2,551,425) divided by the current population (54,150).
- ² Utility taxes based on adopted budget figures for total utility tax revenue (\$13,018,600) divided by estimated number of current population (54,150).
- ³ Sales tax determined by total sales and use tax revenue (\$13,140,474) divided by current population (54,150).

Table II Assumptions:

- Assumes site would be developed at a density of approximately 2 units/gross acre, which is a typical density for South Richland sloping properties zoned R-1-10.
- Average value of new construction for a single-family residence is \$320,933 according to 2016 year building permit activity records.
- Assumes 2.6 persons/household (2017 OFM Estimate).
- Assumes all new development will be served by City utilities.

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

PUBLIC ASSETS

Existing Infrastructure

There is no infrastructure in the area that the City would inherit as a result of this annexation, except for an unimproved section of Jericho Road of approximately 650 feet in length that runs across the site from east to west. Also included in the annexation is approximately 1,000 feet of frontage of Columbia Park Trail, which forms the northern boundary of the annexation area.

DEMANDS FOR NEW/EXPANDED INFRASTRUCTURE

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

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

EXISTING SERVICES

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

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

FUTURE DEMAND FOR SERVICES

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

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

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

**TABLE III – Jericho Road Annexation Proposal
Expense of Providing City Services**

Service	Annual Cost of Service	Level of Service ¹	Cost of Annexation ²	
			Initial	Full Build-Out
Fire & Emergency Service ³	\$151/person ³	5 minute emergency response time	\$302	\$7,852
Police ⁴	\$247/person ⁴	1.24 police/1,000 population	\$494	\$12,844
Parks ⁵	\$131/person ⁵	2.8 acres/1,000 population	\$262	\$6,812
Street ⁶ Maintenance	\$56/person	None established	\$112	\$2,860
Library ⁷	\$39/person	None established	\$78	\$2,028
Administrative Services ⁸	\$178/person	None established	\$296	\$9,256
Total	802		\$1,604⁹	\$41,652

Notes for Table III:

¹Level of Service reported from City of Richland Comprehensive Plan

²Cost of Annexation – Initial Impacts are based on current estimate of 2 persons residing within the proposed annexation area. Full build-out figures are based on projected population of 52 persons in 20 residences.

³Represents total current expense '17 budget for fire and emergency services (\$8,170,338) divided by current city population (54,150).

⁴Represents total current expense '17 budget for police (\$13,397,779) divided by current city population (54,150).

⁵Represents total current expense '17 budget for parks and facilities and recreation (\$7,119,605) divided by current city population (54,150).

⁶Represents streets capital construction fund '17 budget (\$3,061,814) divided by current city population (54,150).

⁷Library costs were derived by dividing 2017 total library budget (\$2,134,328) by total number of persons in the City (54,150).

⁸Administrative service costs represents the total current expense budgets for City Manager, Assistant City Manager, City Clerk, City Attorney, Communications and Marketing, Cable Communications, Information Technology, and Hanford Communities (\$9,650,248) divided by current city population (54,150).

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

Service costs for Table III include those services that are directly provided to residents and also include estimates for costs associated with general administrative services. Presumably, there would be some efficiencies accrued by the City in serving a larger population that would be located in a relatively small geographical area that is

immediately adjacent to the City's existing service boundaries. Costs for actually providing services listed in Table III are somewhat overstated. The per capita listing for fire and emergency services, police services and administrative services assumes that all expenses associated with providing services are directly related to residential uses. Clearly, there are costs associated with providing services to commercial and industrial lands as well. The estimated costs of park and library services may be slightly overstated also, as some service is provided to non-City residents, which, if accounted for, would slightly decrease the per capita costs reported here. Finally, Table IV provides some comparison of the costs and revenues associated with the proposed annexation.

**TABLE IV – Jericho Road Annexation Proposal
Summary of General Fund Revenues and Expenses**

	Estimated Number of Households	Projected Revenues	Projected Expenses	Net Annual Benefit
Initial Annexation	1	\$2,985	\$1,604	\$1,381
Annexation at Max. Build-Out	20	\$51,509	\$41,652	\$9,857

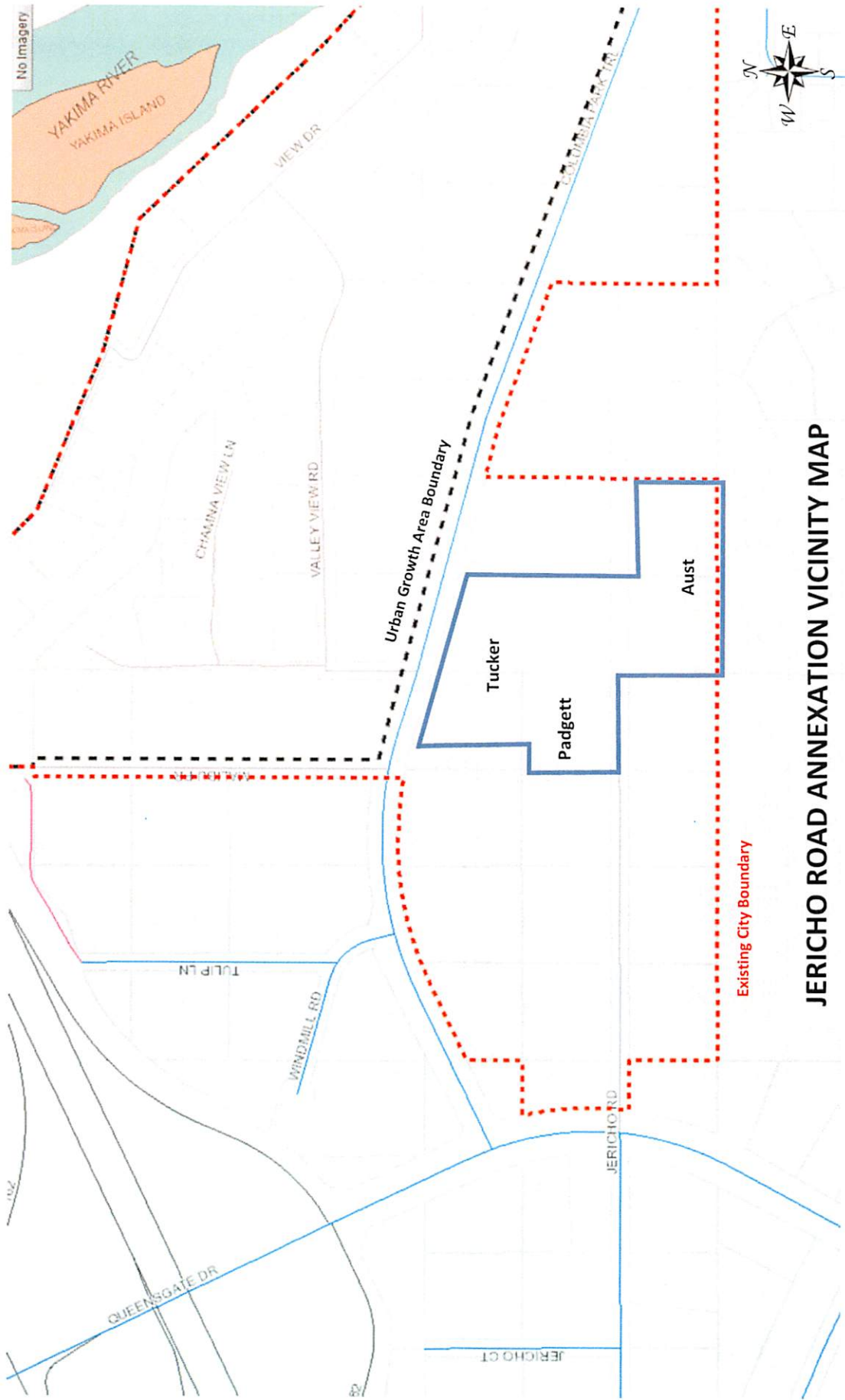
CONCLUSION

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

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

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

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



JERICO ROAD ANNEXATION VICINITY MAP

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Keene Road Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between BASIN DISPOSAL, INC. (“BDI”) and ED’S DISPOSAL, INC. (“ED’s”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 34-17, dated September 19, 2017 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Keene Road Annexation** (the “Annexed Territory”);

WHEREAS BDI hold Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas of Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Ed’s holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Waste Management of Washington, Inc. (“WMW”) holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to BDI and Ed’s a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to BDI and ED’s a seven-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to BDI and Ed’s a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and BDI and Ed's agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a seven year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to BDI and Ed's the exclusive right (shared with WMW in overlapping territory) to collect MSW from residential, commercial and industrial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing BDI and Ed's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2027**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed's for any and all measurable damages BDI and Ed's has incurred as a result of the annexation and cancellation of their MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 3 below), the City hereby grants to BDI and Ed's the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re WMW. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. BDI and Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed's customer's located within Ed's Certificates G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. BDI and Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and

4.2. BDI and Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to Ed's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on BDI and

Ed's Collection Services within the Annexed Territory, the City shall notify BDI and Ed's a minimum of THIRTY (30) days before the taking effect of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to BDI and Ed's WUTC Tariffs, BDI and Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify BDI and Ed's in writing of the additional services requested, and BDI and Ed's shall have the right to provide such additional services during the Transition Period. If BDI and Ed's elect to provide such additional services, BDI and Ed's shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if BDI and Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If BDI and Ed's either (a) notify the City in writing of its decision not to provide such additional services, or (b) fail to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those Additional Services or provide those services itself within the Annexed Territory

8. Billing. BDI and Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. BDI and Ed's shall invoice their customers generally consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. BDI and Ed's shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). BDI and Ed's shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, BDI and Ed's shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and BDI and Ed's WUTC Tariffs.

11. Transition of BDI and Ed's Collection Services to City. After the end of the Transition Period:

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or providing MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, BDI and Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. BDI and Ed's acknowledge that by entering into this franchise, they intend to waive all claims under RCW 35.13.280, including those for measurable damages which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. BDI and Ed's shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from BDI and Ed's to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area pursuant to RCW 81.77.020, and commence services as described in the No. 1 above. As required by WAC 480-70-141(3), BDI and Ed's shall be responsible for notifying the WUTC that BDI and Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If any Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of the other Party, except that BDI and Ed's may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to BDI and Ed's:	<u>Basin Disposal Inc.</u> <u>PO Box 3850</u> <u>Pasco, WA 99302-3850</u> Attention: <u>Darrick Dietrich, President</u>	If to City:	<u>City of Richland</u> <u>505 Swift Boulevard, MS-26</u> <u>Richland, Washington 99352</u> <u>Pete Rogalsky, Public Works</u> Attention: <u>Director</u>
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17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

18. Advice of Counsel/Full Understanding. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter. Moreover, the parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have been fully advised by their independent legal counsel, accountants and other advisors with respect thereto.

19. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

20. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

21. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by mediation or arbitration in Pasco or Richland, Washington in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise ordered or agreed to by the parties. Other than mediation costs, in the event any arbitration or legal action is taken by either party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party of such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees and expenses incurred by the prevailing party.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

25. No Admission of Liability. This Agreement does not constitute and shall not be construed as an admission of liability, fault or responsibility on the part of any of the Parties.

26. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

27. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

28. Headings Not Controlling. The paragraph headings included herein are for reference only and are not parts of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

29. Equal Participation in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language.

30. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce compliance thereafter with each and every term and condition of this Agreement.

31. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

BDI and ED's DISPOSAL, INC.

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

By: _____
Name: Darrick Dietrich
Title: President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: David W. Wiley
Title: _____

Attachment:
Exhibit A - Ordinance No. 34-17

WHEN RECORDED RETURN TO:

Richland City Clerk
505 Swift Blvd., MS-05
Richland, WA 99352

PID#: 1-26983020000018

ORDINANCE NO. 34-17

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 17.2 acres of land located south of Keene Road and east of Brantingham Road, in Section 26, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Edward Shaw, owner of real property, the value of which exceeded ten percent (10%) of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on March 21, 2017 between the initiating party of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 54-17, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 54-17 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on April 26, 2017 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board as of July 7, 2017; and

WHEREAS, on July 18, 2017, Richland City Council adopted Resolution No. 121-17, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

WHEREAS, a petition was circulated and signed by the sole property representing one hundred percent (100%) of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on September 5, 2017, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

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

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

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

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

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

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 61 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

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

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

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

Section 8. This ordinance shall be published in the official newspaper of the City of Richland and become effective on October 19, 2017.

PASSED by the City Council of the City of Richland on this 19th day of September, 2017.


ROBERT J. THOMPSON
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY
City Attorney

Date Published: September 24, 2017

EXHIBIT A

Legal Description for the Keene Road Annexation

Lot 9 of the Plat of Badger Mountain Estates plus the Keene Court right-of-way.

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

1-2698-302-0000-018

EXHIBIT B

ZONING FOR KEENE ROAD ANNEXATION





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 214-17, Authorizing a Frontage Improvement Installation Agreement with 135 Reata, Inc.

Department:
Public Works

Ordinance/Resolution Number:
214-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 214-17, authorizing the City Manager to execute a Frontage Improvement Installation Agreement with 135 Reata, LLC.

Summary:

On June 14, 2017, 135 Reata LLC, applied for a building permit for the property located at 123 Reata Road. The building permit activates the requirements of RMC 12.10.010, which requires the construction of frontage improvements along Reata Road.

During the permit review process, this code requirement was overlooked by both staff and the developer. By the time the oversight was identified, the developer had already secured funding for his project based on the issued permit and started construction. The developer's project will suffer a significant hardship if the requirements of RMC 12.10.010 are imposed at this late stage in the process. There are currently no other parcels fronting Reata Road that have frontage improvements.

The developer owns adjacent properties that are also subject to the frontage improvement requirements in the City's municipal code. The future development of these properties will extend the benefit of frontage improvements to a more significant length of Reata Road.

Staff negotiated the recommended agreement to allow 135 Reata, LLC to delay installation of the frontage improvements until such time as an adjoining parcel develops. This approach will not prejudice the City, and will meet the City's goals of productive development and urban infrastructure.

Staff recommends approval of Resolution No. 214-17.

Fiscal Impact:

There is no fiscal impact to the City other than routine staff time.

Attachments:

1. Resolution No. 214-17
2. Frontage Improvement Installation Agreement

RESOLUTION NO. 214-17

A RESOLUTION of the City of Richland authorizing execution of an agreement with 135 Reata, LLC related to administration of a Frontage Improvement Installation Agreement.

WHEREAS, pursuant to Richland Municipal Code (RMC) Section 12.10.010, new commercial construction projects must include installation of frontage improvements along unimproved roadways within city limits. Said improvements shall include curb and gutter, sidewalk, street lights and also provisions for storm drainage; and

WHEREAS, a developer has applied for a building permit for property addressed as 123 Reata Road (APN 1-1188-101-3529-001). This building permit activates the requirements of Richland Municipal Code Section 12.10.010; and

WHEREAS, during the permit review process, the developer was not advised of the obligations existing under RMC Section 12.10.010; and

WHEREAS, the developer's project will suffer significant hardship if the requirements of RMC Section 12.10.010 are enforced at this late stage of the process; and

WHEREAS, the developer owns two adjacent properties that, when developed with required frontage improvements, will extend the benefit of frontage improvements to a more significant length of Reata Road; and

WHEREAS, there are no other properties along Reata Road that include the City's required frontage improvements; and

WHEREAS, neither the City nor the public will be harmed by delaying developer's obligations to install frontage improvements at 123 Reata Road (APN 1-1188-101-3529-001) until development on one of developer's adjacent parcels occurs; and

WHEREAS, staff believes that the City's goals of productive development and urban infrastructure will be accomplished by deferring the frontage improvement requirement for the current project until a future development of an adjacent property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a Frontage Improvement Installation Agreement with 135 Reata, LLC allowing for the temporary deferral of frontage improvements required by the Richland Municipal Code at 123 Reata Road.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

FRONTAGE IMPROVEMENT INSTALLATION AGREEMENT

**Between
CITY OF RICHLAND
And
135 REATA, L.L.C.**

This Frontage Improvement Installation Agreement ("Agreement") is made and entered into this ____ day of _____, 2017 by and between the **CITY OF RICHLAND**, a Washington municipal corporation (hereinafter "City"), and **135 REATA, L.L.C.**, a Washington limited liability company (hereinafter "Developer"). The City and the Developer shall be referred to collectively in this Agreement as the "Parties."

I. Recitals

WHEREAS, pursuant to Richland Municipal Code (RMC) Chapter 12.10.010, new commercial construction projects are required to install frontage improvements along unimproved roadways within city limits. Said improvements shall include curb and gutter, sidewalk, street lights and also provisions for storm drainage; and

WHEREAS, on June 14, 2017, the Developer applied for a building permit for the property addressed as 123 Reata Road (APN 1-1188-101-3529-001). This building permit activates the requirements of RMC 12.10.010; and

WHEREAS, during the permit review process, the Developer was not advised of his obligations under RMC 12.10.010; and

WHEREAS, the Developer's project will suffer significant hardship if the requirements of RMC 12.10.010 are imposed at this late stage in the process; and

WHEREAS, there are no other properties along Reata Road that include the City's required frontage improvements; and

WHEREAS, the Developer owns adjacent properties that are also subject to the required frontage improvements of RMC 12.10.010. The future development of those properties will extend the benefit of frontage improvements to a more significant length of Reata Road; and

WHEREAS, the City's goals of productive development and urban infrastructure will be accomplished by deferring the current frontage improvement requirements for 123 Reata Road until the adjacent property is developed.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby agree as follows:

II. Agreement

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.

2. Developer's Obligation. 135 Reata, L.L.C. agrees to the following:
- a. As part of a future development on either of the Developer's remaining properties, identified as APN 1-1188-101-3529-003 (currently addressed as 161 Reata Road) or APN 1-1188-101-3529-004 (currently addressed as 165 Reata Road), the Developer shall complete the frontage improvements required by RMC 12.10.010 for APN 1-1188-101-3529-001 (currently addressed as 123 Reata Road). Said improvements shall be designed prior to release of any building permit for either property referenced herein, and shall be installed and accepted by the City's Public Works Department prior to issuance of a temporary or permanent certificate of occupancy.
 - b. The Developer shall execute and record this Agreement prior to application for a temporary or permanent Certificate of Occupancy for any structure on APN 1-1188-101-3529-001 (currently addressed as 123 Reata Road). This Agreement shall be recorded against the three (3) properties with frontage on Reata Road referenced in subsection 2. a. above (currently addressed as 123, 161 and 165 Reata Road).
 - c. The Developer expressly waives any claim under any legal or equitable theory to avoid performance of the frontage improvement requirements under RMC 12.10.010.
3. City's Obligation. City agrees to forego any immediate enforcement action related to the Developer's failure to construct frontage improvements in connection with the current development of APN 1-1188-101-3529-001 (currently addressed as 123 Reata Road).
4. Term of Agreement. The effective date of this Agreement shall be the date first identified above. This Agreement shall remain in effect until 135 Reata, L.L.C. completes the frontage improvement requirements required under RMC 12.10.010 for APN 1-1188-101-3529-001 (currently addressed as 123 Reata Road) and either APN 1-1188-101-3529-003 (currently addressed as 161 Reata Road) or APN 1-1188-101-3529-004 (currently addressed as 165 Reata Road). In the alternative, this Agreement shall terminate if the City forms a local improvement district (LID) to make the street frontage improvements. The City is under no obligation to form an LID for this purpose.
5. Notice. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email. Notice shall be directed as provided below:

For the City of Richland:

Mr. Pete Rogalsky
Richland Public Works Director
505 Swift Blvd.
Richland, WA 99352
(509) 942-7558
Email: progalsky@ci.richland.wa.us

For 135 Reata, LLC:

Mr. Aric Ellison
1238 Columbia Park Trail
Richland, WA 99352
Phone: 509-736-5477
Email: aric@seeparamount.com

6. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement.

7. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
9. Covenant Running with the Land; Recording. This Agreement shall constitute a covenant running with the land and shall be binding on Developer's heirs, successors or assigns. The Developer agrees that this Agreement shall be recorded in the records of Benton County against the title for the following properties: APN 1-1188-101-3529-003 (currently addressed as 161 Reata Road); APN 1-1188-101-3529-004 (currently addressed as 165 Reata Road); and APN 1-1188-101-3529-001 (currently addressed as 123 Reata Road). The City agrees to record a termination of this Agreement with the Benton County Auditor once the Agreement is successfully completed.
10. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.
11. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between City and the Developer only upon its execution by an authorized representative of each such party, and after receiving approval of the Richland City Council.
12. Warranty of Authority. The persons executing and delivering this Agreement on behalf of 135 Reata, L.L.C. and the City of Richland each represent and warrant that each of them is duly authorized to do so, and that execution of this Agreement is the lawful and voluntary act of the person or entity on whose behalf they purport to act.
13. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the substantially prevailing party will be awarded its reasonable attorney's fees and costs in action.
14. Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement with opportunity to comment, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.
15. Scrivener. The party drafting this Agreement is the City of Richland. The City makes no representations regarding the rights or responsibilities of the Developer under this Agreement.
16. Indemnification and Hold Harmless. 135 Reata, L.L.C. 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's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

17. Complete Agreement. This Agreement represents and contains the entire understanding between the parties. The Parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

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

CITY OF RICHLAND

135 REATA, L.L.C.

Cynthia D. Reents, ICMA-CM
City Manager, City of Richland

By: _____
Its: _____

Attested:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2017, before me personally appeared CYNTHIA D. REENTS, known to be the CITY MANAGER for CITY OF RICHLAND, and the person who executed the within and foregoing Frontage Improvement Agreement and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me _____, to me known to be the individual described herein and a representative of **135 REATA, LLC**, and who executed the within and foregoing Frontage Improvement Agreement, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2017.

Print Name:

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My commission expires: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 215-17, Authorizing Acceptance of the Washington State Library Washington Rural Heritage Digitization Grant

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

215-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 215-17, authorizing acceptance of the Washington State Library (WSL) Washington Rural Heritage Digitization Grant

Summary:

The Washington State Library's Washington Rural Heritage program is a statewide collaborative which supports public libraries in the digitization of historically significant collections. The Richland Public Library was awarded the 2017 digitization grant in the amount of \$6,981 via Resolution No. 81-17.

The digitization program exists for the purpose of encouraging the creation and continued development of long-term, sustainable digitization programs managed at the local level and hosted by the Washington State Library. The Richland Public Library has a vast assortment of irreplaceable library material pertaining to local history, and staff desires to accept the digitization grant to improve library services and offer the local history collection to the public in support of the Manhattan Project National Park.

Sufficient budgeted funds exist to cover up-front expenses, which subsequently will be reimbursed by grant funds.

Staff recommends approval of Resolution No. 215-17.

Fiscal Impact:

This is a reimbursement grant in the amount of \$6,981. Sufficient budget funds exist to cover up-front expenses.

Attachments:

1. Resolution No. 215-17
2. Washington State Library 2017 Washington Rural Heritage Grant Agreement

RESOLUTION NO. 215-17

A RESOLUTION of the City of Richland authorizing acceptance of the Washington State Library Washington Rural Heritage digitization grant.

WHEREAS, the Washington State Library (WSL) offers grant programs to public libraries; and

WHEREAS, the WSL Washington Rural Heritage program is a statewide collaborative which supports public libraries in the digitization of historically significant collections; and

WHEREAS, the WSL Washington Rural Heritage program awarded a 2017 digitization grant to the Richland Public Library in the amount of \$6,981; 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 has a vast assortment of irreplaceable library materials pertaining to local history; and

WHEREAS, staff recommends acceptance of the digitization grant to improve library services and offer the collection of local history to the public in support of the Manhattan Project National Park; and

WHEREAS, this is a reimbursement grant, and sufficient budgeted funds exist to cover up-front expenses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to accept the Washington State Library Washington Rural Heritage digitization grant.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**LIBRARY SERVICES AND TECHNOLOGY ACT
GRANT AGREEMENT**

2017 Washington Rural Heritage

CONTRACT NO. G-5948

SUB-RECIPIENT

Richland Public Library
955 Northgate Drive
Richland, WA 99352

CONTRACTING AUTHORITY

Leslie Campbell Hime
Library Manager
955 Northgate Drive
Richland, WA 99352
(509)942-7446

PROGRAM TYPE: LSTA State Library Program
CFDA No. 45.310

GRANTOR

Office of the Secretary of State
Washington State Library
Post Office Box 42460
Olympia, Washington 98504-2460
360.236.5045

PROJECT MANAGER

Maura Walsh
Grant & Contracts Coordinator
Office of the Secretary of State
Washington State Library
PO Box 42460
Olympia, Washington 98504
360.704.5246

This Library Services and Technology Act Grant Agreement (this "***Agreement***") is made and entered into between the Office of the Secretary of State, Washington State Library Division, ("***OSOS***"), and Richland Public Library ("***Sub-Recipient***").

1. RIGHTS AND OBLIGATIONS

Funding for this contract is provided from the Library Services and Technology Act (the "***LSTA***") originating from the Institute of Museum and Library Services (the "***IMLS***"). All rights and obligations of the parties to this Grant Agreement shall be subject to and governed by the LSTA and its accompanying regulations (2 CFR Part 200), all other applicable federal, state, and local laws, rules and regulations, and the "General Terms, Conditions, and Assurances for LSTA Grant Agreements," attached hereto as Exhibit A and incorporated by reference herein.

2. STATEMENT OF WORK

Activities to be performed under this Grant Agreement are described in the "Statement of Work," attached hereto as Exhibit B and incorporated by reference herein. Sub-Recipient shall submit progress reports to OSOS using the schedule identified in Exhibit B. Progress reports shall detail activities performed or in progress toward the successful completion of the work. Sub-Recipient shall submit a final report to OSOS, providing a complete summary of the project, and of all grant activities.

3. CONSIDERATION

In consideration for the work conducted as described in Section 2 above, OSOS agrees to reimburse Sub-Recipient an amount not to exceed \$6,981.00 as prescribed in the "Washington State Library LSTA Sub-Grant Budget," attached hereto as Exhibit C and incorporated by

GRANT AGREEMENT

OSOS NO. G-5948

reference herein. Sub-Recipient shall receive reimbursement for travel expenses included in Exhibit C at a rate not to exceed current State travel reimbursement rates.

No costs incurred prior to the effective date of this Grant Agreement shall be provided. Should Sub-Recipient incur costs prior to the effective date of this Grant Agreement, it does so at its own risk.

Insofar as the maximum LSTA allowable costs do not exceed the contracted maximum, and the activity level, scope or object of the project remains the same, Sub-Recipient shall have the option to make line item changes in Exhibit C. Line item changes require at least ten business days prior written notice to OSOS (by email or letter). Items proposed for purchase not listed within Exhibit C may require an amendment to this Grant Agreement prior to making the purchase. Contact the OSOS Project Manager prior to making such purchases.

4. BILLING PROCEDURES

Sub-Recipient shall provide OSOS with its Federal Tax ID number, Statewide Vendor Number (SWV#), and a Unique Entity Identifier #. Payment cannot be made without all three numbers on file.

Sub-Recipient shall submit a LSTA Sub-Grant Reimbursement Claim Form with supporting documentation, not more than once a month. Reimbursement claims shall be submitted by July 15, 2018 for expenses through June 30, 2018, and by September 28, 2018 for expenses through August 24, 2018.

Sub-Recipient shall submit reimbursement claims to the OSOS Project Manager at the address on page 1 of this Grant Agreement. Payment for approved and completed activity shall be made by warrant or account transfer by OSOS within 30 days of receipt of the reimbursement claim. Sub-Recipient shall reference this Grant Agreement number (G-5948) and Statewide Vendor number on each reimbursement claim in order for the claim to be processed.

5. REPRESENTATIONS AND WARRANTIES OF SUB-RECIPIENT

As of the date hereof, and when read in light of any updates to Exhibits attached hereto, Sub-Recipient represents and warrants to OSOS the following:

A. POWER; CONSENTS; ABSENCE OF CONFLICTS WITH OTHER AGREEMENTS, ETC.

The execution, delivery, and performance of this Grant Agreement by Sub-Recipient and all other agreements referenced herein, or ancillary hereto, to which Sub-Recipient is a party and the consummation of the transactions contemplated herein by Sub-Recipient:

- i. are within its powers, are not in contravention of law, and has been duly authorized by all appropriate action;
- ii. will neither conflict with, nor result in, any breach or contravention of any agreement or understanding to which it is a party or by which it is bound;
- iii. will not violate any statute, law, rule, or regulation of any governmental authority to which it may be subject; and
- iv. will not violate any judgment, decree, writ or injunction of any court or governmental authority to which it may be subject.

GRANT AGREEMENT

OSOS NO. G-5948

B. BINDING AGREEMENT

This Grant Agreement will constitute the valid and legally binding obligations of Sub-Recipient, and are and will be enforceable against Sub-Recipient in accordance with the respective terms hereof Recipient.

6. CONDITIONS PRECEDENT TO OBLIGATION OF OSOS

The obligations of OSOS to complete the transactions contemplated by this Grant Agreement shall be subject to Sub-Recipient to have duly performed each of the following:

A. FISCAL COMPLIANCE CERTIFICATE

Sub-Recipient shall complete, sign, and return to OSOS the Fiscal Compliance Certificate, attached hereto as Exhibit D and incorporated by reference herein.

B. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

Sub-Recipient shall complete, sign, and return to OSOS the Certificate of Debarment and Suspension, attached hereto as Exhibit E and incorporated by reference herein.

C. CERTIFICATE REGARDING LOBBYING, AND NONDISCRIMINATION

Sub-Recipient shall complete, sign, and return to OSOS the Certificate Regarding Lobbying and Nondiscrimination, attached hereto as Exhibit F and incorporated by reference herein.

D. ADDITIONAL POLICIES AND PROCEDURES

Sub-Recipient shall provide OSOS with copies of each of its policies and procedures set for the below:

- i. CONFLICT OF INTEREST POLICY
- ii. DRUG FREE WORKPLACE POLICY
- iii. INTERNAL CONTROLS TO PREVENT AND DETECT MISMANAGEMENT AND/OR FRAUD
- iv. PURCHASING PROCEDURES

7. GRANT AGREEMENT REPRESENTATIVES

The Project Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant Agreement.

The Project Managers for each party shall be as identified on page 1 of this Grant Agreement.

The OSO Project Manager shall be responsible for overall administration of the OSOS federal grants program including monitoring Sub-Recipient performance, approving Sub-Recipient requests, and accepting reports submitted by the Sub-Recipient.

Upon any changes to the identity or contact information for the Project Managers, the respective party shall notify the other of such change as soon as possible.

8. MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE

OSOS staff shall monitor the use of LSTA funds in order to determine:

- if funds allocated for a project are being spent in accordance with this Grant Agreement and other applicable regulations;

GRANT AGREEMENT

OSOS NO. G-5948

- that the funded activities are being done to accomplish program objectives and that satisfactory progress is being made according to the this Grant Agreement;
- corrective actions that should be taken to keep the project within the terms of this Grant Agreement if problems are discovered;
- to report on and resolve any issues or significant events which have a material impact on this Grant Agreement; and
- corrective actions that may be required as part of a future audit

9. ACKNOWLEDGEMENT OF OSOS AND IMLS

As a recipient of LSTA funding from OSOS and the IMLS, Sub-Recipient is required to credit OSOS and IMLS in all related publications and activities in conjunction with the use of grant funding, as may be required under the LSTA or the IMLS.

10. PERIOD OF PERFORMANCE

This Grant Agreement will be effective commencing upon the date of execution. All activity, with the exception of administrative closeout of the grant and the completion of the final narrative report and final reimbursement claim, must be completed by August 24, 2018, unless earlier terminated as provided herein. Administrative closeout of the grant and submission of the final narrative report and final reimbursement claim to OSOS shall take place prior to September 28, 2018. All project activities must be completed and all items received by this date. Subscriptions for databases, service agreements, and similar activities may only be paid through this date.

11. TRAFFICKING IN PERSONS

To implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104 (g)), (Refer to 2 CFR Part 175), under which funding is provided to a private entity through subsequent contract tiers, requires Agency to terminate this Agreement without penalty if the lower tier Contractor (a) Engages in severe forms of trafficking in persons during the period of time the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award. Refer to Exhibit G incorporated by reference and included herein. Any and all contracting tiers created out of this Agreement shall contain Exhibit G.

12. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding or effective unless they are in writing and signed by personnel authorized to bind each of the parties. Notwithstanding the foregoing, any changes to the following provisions in this Grant Agreement require written notification to OSOS (by email or letter) no later than six weeks prior to the end of the period of performance:

- the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval);
- items being considered for purchase that are not currently listed in this Grant Agreement budget;
- extensions to the project period; or
- revisions to Exhibit A of this Grant Agreement.

GRANT AGREEMENT

OSOS NO. G-5948

13. ENTIRE GRANT AGREEMENT

This Grant Agreement, including all exhibits included by reference herein contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto. No subsequent modifications or amendments of this Grant Agreement shall be of any force or effect unless in writing, signed by authorized representatives of OSOS and the Sub-Recipient, and made part of this original Grant Agreement.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement.

Richland Public Library

OFFICE OF THE SECRETARY OF STATE



Leslie Campbell Hime
Library Manager

Date

Cindy Aden
State Librarian

Date

APPROVED AS TO FORM:
Attorney General's Office

EXHIBIT A

**GENERAL TERMS, CONDITIONS, AND ASSURANCES
FOR
LSTA GRANT AGREEMENT**

1. DEFINITIONS

All capitalized terms not herein defined shall have the meaning ascribed to them in that certain Library Services and Technology Act Grant Agreement No. G-5948 (the "**Grant Agreement**").

2. ASSESSED COSTS

If any cost is assessed against OSOS by the United States government as a result of a breach of the Grant Agreement by Sub-Grantee or its subcontractors, Sub-Grantee will be liable to OSOS for such cost.

3. ASSURANCES

All activity pursuant to the Grant Agreement shall be in accordance with all applicable, current or future federal, state, and local laws, rules and regulations.

4. AUDIT

Sub-Grantee shall make its records available for audit, maintain books, records, documents, and other evidence sufficient to permit the preparation of reports required by LSTA and 2 CFR Part 200 to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Sub-Grantee shall be responsible for any audit expenses incurred by its own organization or that of its subcontractors.

In the event Sub-Grantee expends \$750,000 or more in federal awards in a fiscal year, it shall have a single or program-specific audit conducted for that year (2 CFR Part 200, Subpart F) and submit to OSOS one copy of the reporting package when the schedule of findings and questioned costs disclose audit findings.

Sub-Grantee shall provide written notification to OSOS that an audit of Sub-Grantee was conducted; that the schedule of findings and questioned costs disclosed no audit findings or if there were findings what they were and how resolved; and, that the summary schedule of prior audit findings did not report on the status of any audit findings. In any such written notification, Sub-Grantee shall identify the time period covered by the audit and include the name, grant number, amount, and CFDA number of the federal award(s) provided by OSOS.

5. CONFLICT OF INTEREST

OSOS has in its sole discretion the option to render the Grant Agreement void if Sub-Grantee, or their agents or representatives, offer gratuities in the form of entertainment or gifts to any officer or employee of OSOS with a view toward securing favorable treatment related to the Grant Agreement.

6. DISPUTES

When a conflict or controversy, a conflict of claims or rights, an assertion of a right, claim or demand on one side met by contrary or allegations upon the other (a "**Dispute**") arises between

EXHIBIT A

OSOS and Sub-Grantee, and it cannot be resolved by direct negotiation, either party may request a Dispute hearing with OSOS.

- (1) The request for a Dispute hearing must:
 - be in writing;
 - state the Disputed issue(s);
 - state the relative positions of the parties;
 - state Sub-Grantee's name, address, and Agreement number; and
 - be mailed to OSOS and the other party's (respondent's) Project Manager within three business days after the parties agree that they cannot resolve the Dispute.
- (2) The respondent shall send a written answer to the requester's statement to both the agent and the requester within 15 business days.
- (3) OSOS shall review the written statements and reply in writing to both parties within 10 business days. OSOS may extend this period if necessary by notifying the parties.
- (4) The parties agree that this Dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in the Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution method in addition to the procedure outlined above.

7. EQUIPMENT

Written approval from the OSOS Project Manager is needed prior to the purchase of equipment for \$5,000. Request for the purchase of equipment must detail the proposed expenditure and the reasoning behind the purchase.

Sub-Grantee shall maintain property records that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

Sub-Grantee shall also maintain a physical inventory of the property and the results reconciled with the property records at least once every two years.

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

- (1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- (2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

8. INDEMNIFICATION

Sub-Grantee shall indemnify, defend, and hold harmless OSOS and all officials, agents and employees of OSOS, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant Agreement. Sub-Grantee's obligation to indemnify, defend,

EXHIBIT A

and hold harmless includes any claim by Sub-Grantee's agents, employees, representatives, or any subcontractor or its employees.

Sub-Grantee agrees to indemnify, defend, and hold harmless OSOS for any claim arising out of or incident to Sub-Grantee's or any subcontractor's performance or failure to perform the Grant Agreement. Sub-Grantee's obligation to indemnify, defend, and hold harmless OSOS shall not be eliminated or reduced by any actual or alleged concurrent negligence of OSOS or its officials, agents, or employees.

Sub-Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless OSOS and its officials, agents or employees.

9. JURISDICTION

The Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and any applicable federal laws. The provisions of the Grant Agreement shall be construed and interpreted in accordance with those laws. The venue of any action brought hereunder shall be in the Superior Court for Thurston County, Washington.

10. PROHIBITION ON LOBBYING

No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person of influencing or attempting to influence an officer or employee of any (federal) agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

11. NOTICE OF CHANGE IN STATUS

In the event of substantive change in the legal status, organizational structure, or fiscal reporting, Sub-Grantee shall immediately notify OSOS. Sub-Grantee shall also immediately notify OSOS of any revision in the scope of objectives of the project, and complete, sign, and return a new Fiscal Compliance Certificate (Exhibit D).

12. RECORDS RETENTION

Sub-Grantee shall:

- A. retain all financial, statistical, property records, and supporting documentation for a period of six years from the termination date of the Grant Agreement;
- B. retain records for non-expendable property for a period of three years after final disposition of the property; and
- C. retain those records previously mentioned in this section beyond the records retention period if any litigation or audit is begun, or if a claim is instituted involving the Grant Agreement or an agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been finally resolved.

EXHIBIT A

13. RESOLUTION OF CONFLICTING PROVISIONS

In the event of an inconsistency in the Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and State of Washington statutes and regulations.
- Grant Agreement Special Terms and Conditions as contained in the basic contract instrument
- Exhibit A, General Terms, Conditions, and Assurances
- Exhibit B, Statement of Work
- Exhibit C, Budget
- OSOS Grant Guidelines, incorporated by reference into the Grant Agreement
- Sub-Grantee's Application for LSTA Grant Funding, incorporated by reference into the Grant Agreement.
- Any other provision, term, Exhibit, or material incorporated by reference or otherwise incorporated in the Grant Agreement.

14. RIGHTS IN DATA

Unless otherwise provided, data and other copyrightable materials produced under the Grant Agreement shall be owned by Sub-Grantee. Sub-Grantee hereby grants OSOS and the federal awarding agency a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, including pre-existing material incorporated into paragraph one of this section; and
- (b) Any rights of copyright to which a grantee, subgrantee or a subcontractor purchases ownership with grant support.

Sub-Grantee warrants and represents that Sub-Grantee has all rights and permissions, including intellectual property rights, moral rights of publicity. Sub-Grantee shall immediately notify OSOS of all known or potential invasions of privacy.

15. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of the Grant Agreement and prior to normal completion, OSOS may terminate the Grant Agreement under the "Termination for Convenience" clause, without a 30 calendar day notice requirement, subject to renegotiation under those new funding limitations and conditions. In the event of reduced funding, Sub-Grantee may be subject to a proportional reduction, up to but not exceeding, the percentage of reduction sustained by OSOS.

16. SEVERABILITY

If any provision of the Grant Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Grant Agreement, which can be given effect without the invalid provision. If such remainder conforms to the requirements of applicable law and the fundamental purpose of the Grant Agreement, and to this end, the provisions of the Grant Agreement are declared severable.

EXHIBIT A

17. SUBCONTRACTING

Any subcontractor who is not in the employment of Sub-Grantee and is performing all or part of the activities funded under the Grant Agreement may not enter into subcontracts for any of the work contemplated under the Grant Agreement that is not already identified in the Scope of Work or application without obtaining prior written approval of OSOS.

18. SUBCONTRACTOR COMPLIANCE

In the event Sub-Grantee enters into any subcontract for activities to be performed under the Grant Agreement, Sub-Grantee shall be responsible for subcontractor compliance with every term and condition undertaken by Sub-Grantee and shall ensure that subcontractor spends the funds only for allowable activities.

19. TERMINATION**A. Termination for Convenience**

Either party may terminate the Grant Agreement upon a 30 calendar day written notice to the other party. If the Grant Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Grant Agreement prior to the effective date of termination.

B. Termination for Cause

If for any cause, either party does not fulfill its obligation in a timely and proper manner, under the Grant Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If failure or violation is not corrected, the Grant Agreement may be terminated immediately by written notice of the aggrieved party to the other.

C. Termination Procedure

Upon termination of the Grant Agreement, OSOS, in addition to any other rights provided in the Grant Agreement, may require Sub-Grantee to deliver to OSOS any property specifically produced, furnished, or acquired for the performance of such part of the Grant Agreement that has been terminated.

OSOS shall pay to Sub-Grantee the agreed upon price, if separately stated, for completed work and service(s) accepted by OSOS and the amount agreed upon by Sub-Grantee and OSOS for completed work and service(s) for which no separate price is stated, partially completed work and service(s), other property or services which are accepted by OSOS, and the protection and preservation of property, unless the termination is for default, in which case OSOS shall determine the extent of the liability of OSOS. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Exhibit A. OSOS may withhold from Sub-Grantee any amounts due as OSOS determines to be necessary to protect OSOS against potential loss or liability.

The rights and remedies of OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSOS, Sub-Grantee shall:

EXHIBIT A

- stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- assign to OSOS in the manner, at the times, and to the extent directed by OSOS, all of the rights, title, and interest of Sub-Grantee under the orders and subcontracts so terminated, in which case OSOS has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSOS to the extent OSOS may require, which approval or ratification shall be final for all the purposes of this clause;
- transfer title to OSOS and deliver in the manner, at the times, and to the extent directed by OSOS any property which, if the Grant Agreement had been completed, would have been required to be furnished to OSOS;
- complete performance of such part of the work as shall not have been terminated by OSOS; and
- take such action as may be necessary, or as OSOS may direct, for the protection and preservation of the property related to the Grant Agreement which is in the possession of Sub-Grantee and in which OSOS has or may acquire an interest.

20. USE OF NAME PROHIBITED

Sub-Grantee shall not in any way contract on behalf of or in the name of OSOS.

21. WAIVER

A failure by either party to exercise its rights under the Grant Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the Grant Agreement, unless stated to be such in writing signed by an authorized representative of the party and attached to the original Grant Agreement.

STATEMENT OF WORK

Project period	From date contract fully executed through Friday, August 24, 2018.
8/1/2017	Project start-Project management meeting with relevant staff, identify staff training needs
9/1/2017	Staff training-staff receive instruction on creating metadata records and digitizing from WRH staff, copyright vetting of items to be digitized
10/31/2017	1 st quarterly report due.
11/1/2017	Digitization of materials and creation of metadata records, plan programming and marketing around digitized items
1/31/2018	2 nd quarterly report due.
3/1/2018	Offer workshop marketing Johnson Collection, local and familial history (also WSL digitalized images), library and other resources and encouraging others to digitize using equipment in RPL's STEAMspace
4/30/2018	3 rd quarterly report due.
7/31/2018	4th Quarterly report due
9/28/2018	Final Narrative Report and final reimbursement claim due.

WASHINGTON STATE LIBRARY LSTA SUB-GRANT BUDGET

Richland Public Library

Category	Grant Funds Requested	Description
All Staff Salary, Wages, and Benefits	\$5808	\$22/hr
Contracts with Others	\$	
Travel and Training	\$	
Equipment under \$5,000	\$1060	Photo Scanner, dust cover, and external drive
Equipment \$5,000 and over	\$	
Expendable Supplies or Materials	\$	
Indirect Costs	\$	% rate: N/A
Other-Itemized	\$113	Office supplies, gloves and wipes
TOTAL REQUEST	\$6981	

**Washington State Library
Fiscal Compliance Certificate**

The Washington State Library as the grantee of this federal award has the responsibility for determining whether the sub-grantee has spent federal assistance funds in accordance with applicable laws and regulations. One aspect of this work is to determine whether sub-grantees have met audit requirements including those required under the federal Single Audit Act. The information provided below will assist the Washington State Library in this effort and will provide sub-grantees with basic award information that will be needed during audit activities.

FEDERAL GRANTOR INFORMATION The federal program through which funds are awarded to the Washington State Library CFDA NUMBER: 45.310 CFDA TITLE: State Library Program FEDERAL AGENCY: Institute Of Museum And Library Services, National Foundation On The Arts And The Humanities	STATE GRANT INFORMATION Specific information regarding the federal award to the Washington State Library AWARD NAME: LSTA (Library Services And Technology Act) State Grants AWARD NUMBER: LS-00-14-0048-14 GRANTEE NAME: Washington State Library, Olympia, Washington
SUB-GRANT PROGRAM INFORMATION Specific information regarding the Washington State Library's award to the sub-grantee SUB-GRANT PROGRAM: 2017 Washington Rural Heritage GRANT PERIOD: 8/1/2017 – 8/24/2018 CONTRACT NUMBER: G-5948 SUB-GRANTEE NAME: Richland Public Library	
TYPE OF SUB-GRANTEE: SUB-GRANTEE FEDERAL EMPLOYER/TAX ID #: 91-6015119 SUB-GRANTEE STATEWIDE VENDOR #: SUB-GRANTEE Unique Entity Identifier #: 07-185-0283	

BACKGROUND AUDIT INFORMATION Please fill in the information requested

- (a) Is the sub-grantee audited as part of a larger organization? ☒ Yes ☐ No
If yes, what is the name of that organization?

City of Richland

- (b) What period is covered by the sub-grantee's fiscal year (e.g. July 1 – June 30)?

Jan 1 - Dec 31

- (c) Does the fiscal agent anticipate audit under the provisions of the federal Single Audit Act as a result of expenditures from all federal sources during the grant period?

☒ Yes ☐ No

Sub-Grantees that expend \$750,000.00 or more in Federal awards in the sub-grantee's fiscal year shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F.

- (d) When was your last audit (state or federal)? 2016
The audit was conducted by (list auditor, contact name and telephone number, and audit report number, if available)?

Washington State Auditor's Office (360) 902-0370
Report # 1019607

- (e) Were there Audit Findings reported? ☒ Yes ☐ No

If yes, briefly describe the nature of the finding and the corrective action taken:

Finding was on Financial Statements, not the Federal Awards audit.
In relation to land valuation of old property. Adjustment to internal controls

FISCAL AGENT INFORMATION

Fiscal Agent: (See the General Terms and Conditions section of this contract for the definition of Fiscal Agent)

Name & Title: Brandon Allen, Finance Director

Mailing Address: 505 Swift Blvd, Richland, WA 99352

Telephone: (509) 942-7302

Fiscal Agent Attests: As the Fiscal Agent, I am authorized by the applicant's governing body to obligate it to financial liabilities and I am accountable to the applicant's governing body for the integrity of the official accounting system and the financial statements that system provides. I declare that the necessary fiscal policies and procedures are followed to assure conformance with generally accepted audit standards and compliance with the pertinent federal, state, and local rules and regulations and those specifically identified in terms and conditions attached to grants or contracts from the Washington State Library awarded to support the purposes of this application.

Fiscal Agent Signature: Brandon Allen

Date: 11/6/17

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 1185, Section 1185.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

2017 Washington Rural Heritage

Name of Sub-grant Project

2018

FFY

Location

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person which is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person which is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING AND NONDISCRIMINATION

Signature of this form provides for compliance with the statutes and regulations cited below. The certifications shall be treated as material representations of fact upon which reliance will be placed when the Washington State Library awards Federal LSTA funding to a sub-grantee or sub-recipient.

LOBBYING

As required by Section 1352, Title 31 of the United States Code, the undersigned certifies to the best of his or her knowledge and belief that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the applicant, certifies that the applicant will comply with the following nondiscrimination statutes and their implementing regulations:

(a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.), which prohibits discrimination on the basis of disability in Federally-assisted programs;

(c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685-86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;

(d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all sub-awards and that all sub-recipients shall certify and disclose accordingly.

As the duly authorized representative of the sub-grantee, I hereby certify that the sub-grantee will comply with the above certifications.

Name and Title of Authorized Representative

Signature

Date

2017 Washington Rural Heritage

2018

Name of Sub-grant Project

FFY

Location



TRAFFICKING IN PERSONS

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2CFR part 376.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 216-17, Approving Amendments to Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing

Department:

Administrative Services

Ordinance/Resolution Number:

216-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 216-17, approving 2018 Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing.

Summary:

The Compensation Plan for Unaffiliated Employees is reviewed on an annual basis to ensure competitive salary ranges are maintained to attract and retain qualified employees.

The proposed Resolution No. 216-17 has been prepared for Council's adoption. The resolution incorporates the recommended amendments to the 2018 Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing, effective December 25, 2017, the beginning of the 2018 payroll year. These amendments include a pay range increase of 1.5%, classification title changes, and other administrative changes that are warranted based on external market, internal conditions and business need. Adjustments were made due to Washington State minimum wage changes effective January 1, 2018. Employees' base pay does not automatically increase when the salary ranges increase, except to bring employees to the minimum of the new salary range.

Staff recommends approval of Resolution No. 216-17.

Fiscal Impact:

Yes The proposed 1.5% salary range increase is included in the approved 2018 budget.

Attachments:

1. Resolution No. 216-17
2. 2018 Exhibit A - Unaffiliated Compensation Plan

RESOLUTION NO. 216-17

A RESOLUTION of the City of Richland amending Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing, and making the appropriate budget adjustments related thereto.

WHEREAS, Richland Municipal Code (RMC) Title 2.28 provides for regular review and adoption of the City of Richland Compensation Plan for Unaffiliated Employees; and

WHEREAS, the Richland City Council is desirous of attracting and retaining qualified employees into its unaffiliated ranks; and

WHEREAS, on December 16, 2014, Richland City Council adopted Resolution No. 200-14, authorizing the Compensation Plan for Unaffiliated Employees – 2015 and Continuing; and

WHEREAS, on December 6, 2016, Richland City Council approved Resolution No. 229-16, authorizing an amendment to Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing to be effective for the 2017 payroll year; and

WHEREAS, the City Manager recommends amending Exhibit A effective December 25, 2017, the beginning of the 2018 payroll year, and continuing until amended ("**2018 Exhibit A**"); and

WHEREAS, no amendments to the remainder of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing are recommended at this time; and

WHEREAS, the recommended amendments to **2018 Exhibit A** include a pay range adjustment of 1.5%, classification title changes, classification additions and deletions, and other administrative changes which are warranted based on external market, internal conditions, state and federal requirements, and business need.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that **2018 Exhibit A** is hereby adopted effective December 25, 2017, which exhibit shall supersede the previously existing Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing.

BE IT FURTHER RESOLVED that any budget adjustments necessarily resulting from the adoption of **2018 Exhibit A** are hereby authorized.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 25, 2017

Classification Title	Classification		FLSA	Status	Non-Match		2018		
	Status	EEO-4 Group Status			Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Accountant	Classified	Professionals	Professional		1%	7510	\$30.00	\$37.50	\$45.00
Accounting Clerk I	Classified	Admin Support Workers	Non-Exempt			7503	\$15.41	\$19.27	\$23.12
Accounting Clerk II	Classified	Admin Support Workers	Non-Exempt			7504	\$16.93	\$21.16	\$25.39
Accounting Specialist	Classified	Admin Support Workers	Non-Exempt			7505	\$18.59	\$23.24	\$27.89
Administrative Assistant	Classified	Admin Support Workers	Admin.		1%	7508	\$24.79	\$30.99	\$37.19
Administrative Operations Coordinator	Classified	Admin Support Workers	Executive		1%	7508	\$24.79	\$30.99	\$37.19
Administrative Services Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$46.62	\$58.27	\$69.92
Administrative Specialist	Classified	Admin Support Workers	Non-Exempt			7507	\$22.56	\$28.20	\$33.84
Assistant Buyer	Classified	Admin Support Workers	Non-Exempt			7505	\$18.59	\$23.24	\$27.89
Assistant City Manager	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$46.62	\$58.27	\$69.92
BCEM Emergency Planner	Classified	Professionals	Non-Exempt			7507	\$22.56	\$28.20	\$33.84
BCES Communications Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7512	\$36.30	\$45.37	\$54.45
BCES Communications Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7509	\$27.30	\$34.12	\$40.95
BCES Emergency Management Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
BCES Information Systems Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7513	\$39.95	\$49.94	\$59.92
BCES Technical Systems Coordinator	Classified	Technicians	Non-Exempt			7509	\$27.30	\$34.12	\$40.95
Block Grant Coordinator	Classified	Professionals	Admin.		1%	7509	\$27.30	\$34.12	\$40.95
Building Inspector	Classified	Professionals	Non-Exempt			7508	\$24.79	\$30.99	\$37.19
Building Official	Classified	Professionals	Executive		1%	7511	\$33.02	\$41.27	\$49.52
Building Permit Expediter	Classified	Admin Support Workers	Non-Exempt			7506	\$20.48	\$25.60	\$30.72
Business Services Assistant	Classified	Professionals	Professional		1%	7508	\$24.79	\$30.99	\$37.19
Business Services Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7513	\$39.95	\$49.94	\$59.92
Buyer II	Classified	Professionals	Non-Exempt			7507	\$22.56	\$28.20	\$33.84
Cable Communications Coordinator	Classified	Technicians	Non-Exempt			7508	\$24.79	\$30.99	\$37.19
Cable Production Assistant	Classified	Technicians	Non-Exempt			7505	\$18.59	\$23.24	\$27.89
Chief Electrical Engineer	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7515	\$48.35	\$60.44	\$72.53
City Attorney	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7515	\$48.35	\$60.44	\$72.53
City Clerk	Classified	Professionals	Executive		1%	7510	\$30.00	\$37.50	\$45.00
City Manager	Unclassified	Exec/Senior Offs & Mgrs.	Executive		By Contract				
City Surveyor	Classified	Professionals	Executive		1%	7510	\$30.00	\$37.50	\$45.00
Civil Engineer I	Classified	Professionals	Non-Exempt			7509	\$27.30	\$34.12	\$40.95
Civil Engineer II	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Clerical Assistant	Classified	Admin Support Workers	Non-Exempt			7502	\$14.00	\$17.50	\$21.00
Code Enforcement Officer	Classified	Service Worker	Non-Exempt			7507	\$22.56	\$28.20	\$33.84
Communications & Marketing Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
Communications & Marketing Specialist	Classified	Professionals	Non-Exempt			7508	\$24.79	\$30.99	\$37.19
Community Development Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$46.62	\$58.27	\$69.92
Crime Analyst	Classified	Technicians	Non-Exempt			7508	\$24.79	\$30.99	\$37.19

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 25, 2017

Classification Title	Classification		FLSA	Status	Non-Match		2018		
	Status	EEO-4 Group Status			Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Crime Prevention Specialist	Classified	Professionals	Non-Exempt			7508	\$24.79	\$30.99	\$37.19
Customer Service Representative	Classified	Admin Support Workers	Non-Exempt			7505	\$18.59	\$23.24	\$27.89
Customer Service Supervisor	Classified	Admin Support Workers	Executive		1%	7511	\$33.02	\$41.27	\$49.52
Deputy City Clerk	Classified	Admin Support Workers	Non-Exempt			7507	\$22.56	\$28.20	\$33.84
Economic Development Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7513	\$39.95	\$49.94	\$59.92
Electrical Distribution Engineer I	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Electrical Distribution Engineer II	Classified	Professionals	Professional		1%	7513	\$39.95	\$49.94	\$59.92
Electrical Systems Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7512	\$36.30	\$45.37	\$54.45
Energy Policy Specialist	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Energy Projects Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7512	\$36.30	\$45.37	\$54.45
Energy Services Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7640	\$54.39	\$67.98	\$81.58
Energy Services Project Manager	Classified	Professionals	Professional		1%	7512	\$36.30	\$45.37	\$54.45
Energy Specialist	Classified	Professionals	Admin.		1%	7509	\$27.30	\$34.12	\$40.95
Engineering & Operations Manager	Classified	First/Mid Offs & Mgrs.	Executive		3%	7515	\$48.35	\$60.44	\$72.53
Engineering Aide	Classified	Technicians	Non-Exempt			7503	\$15.41	\$19.27	\$23.12
Engineering Technician I	Classified	Technicians	Non-exempt			7505	\$18.59	\$23.24	\$27.89
Engineering Technician II	Classified	Technicians	Non-Exempt			7507	\$22.56	\$28.20	\$33.84
Engineering Technician III	Classified	Technicians	Non-Exempt			7509	\$27.30	\$34.12	\$40.95
Engineering Technician IV	Classified	Technicians	Professional		1%	7510	\$30.00	\$37.50	\$45.00
Enterprise Resource Planning (ERP) Analyst	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Equipment Maintenance Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7510	\$30.00	\$37.50	\$45.00
Evidence Technician	Classified	Technicians	Non-Exempt			7506	\$20.48	\$25.60	\$30.72
Executive Assistant	Classified	Admin Support Workers	Non-Exempt			7506	\$20.48	\$25.60	\$30.72
Finance Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7610	\$43.14	\$53.92	\$64.71
Fire & Emergency Services Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$46.62	\$58.27	\$69.92
Fire Administrative Coordinator	Classified	Admin Support Workers	Executive		1%	7508	\$24.79	\$30.99	\$37.19
Field Engineer	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
GIS/CADD Technician	Classified	Technicians	Non-Exempt			7508	\$24.79	\$30.99	\$37.19
Hanford Project Manager	Unclassified	First/Mid Offs & Mgrs.	Admin.		3%	7513	\$39.95	\$49.94	\$59.92
Housing Resources Specialist	Classified	Professionals	Non-Exempt			7508	\$24.79	\$30.99	\$37.19
Human Resources Assistant	Classified	Admin Support Workers	Non-Exempt			7505	\$18.59	\$23.24	\$27.89
Human Resources Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7610	\$43.14	\$53.92	\$64.71
Human Resources Generalist	Classified	Professionals	Professional		1%	7510	\$30.00	\$37.50	\$45.00
Human Resources Specialist	Classified	Professionals	Non-Exempt			7508	\$24.79	\$30.99	\$37.19
Information Technology Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7514	\$43.93	\$54.91	\$65.89
IT Applications Developer/Integrator	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
IT Applications Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7513	\$39.95	\$49.94	\$59.92
IT Business Analyst	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 25, 2017

Classification Title	Classification		FLSA	Status	Non-Match		2018		
	Status	EEO-4 Group Status			Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
IT Customer Service Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7512	\$36.30	\$45.37	\$54.45
IT Customer Service Technician I	Classified	Technicians	Non-Exempt			7509	\$27.30	\$34.12	\$40.95
IT Customer Service Technician II	Classified	Technicians	Non-Exempt			7510	\$30.00	\$37.50	\$45.00
IT Network Administrator	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
IT Operations Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7513	\$39.95	\$49.94	\$59.92
IT Systems Administrator	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Legal Assistant	Classified	Admin Support Workers	Non-Exempt			7507	\$22.56	\$28.20	\$33.84
Librarian I	Classified	Professionals	Professional		1%	7507	\$22.56	\$28.20	\$33.84
Librarian II	Classified	Professionals	Professional		1%	7509	\$27.30	\$34.12	\$40.95
Library Assistant I	Classified	Admin Support Workers	Non-Exempt			7501	\$12.72	\$15.90	\$19.08
Library Assistant II	Classified	Admin Support Workers	Non-Exempt			7503	\$15.41	\$19.27	\$23.12
Library Assistant III	Classified	Admin Support Workers	Non-Exempt			7505	\$18.60	\$23.25	\$27.89
Library Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
Library Page	Classified	Admin Support Workers	Non-Exempt			7200	\$11.50	\$13.96	\$16.75
Library Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7508	\$24.79	\$30.99	\$37.19
Library Technical Support Specialist	Classified	Technicians	Non-Exempt			7506	\$20.48	\$25.60	\$30.72
Mail Clerk	Classified	Admin Support Workers	Non-Exempt			7501	\$12.72	\$15.90	\$19.08
Maintenance & Operations Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7512	\$36.30	\$45.37	\$54.45
Marketing Specialist	Classified	Professionals	Non-Exempt			7509	\$27.30	\$34.12	\$40.95
Parks & Facilities Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7510	\$30.00	\$37.50	\$45.00
Parks & Public Facilities Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7610	\$43.14	\$53.92	\$64.71
Parks & Public Facilities Project Manager	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Parks & Recreation Aide	Classified	Admin Support Workers	Non-Exempt			7200	\$11.50	\$13.96	\$16.75
Parks & Recreation Assistant	Classified	Admin Support Workers	Non-Exempt			7506	\$20.48	\$25.60	\$30.72
Parks & Recreation Coordinator	Classified	Admin Support Workers	Executive		1%	7508	\$24.79	\$30.99	\$37.19
Parks & Recreation Planning & Cap. Proj. Mgr.	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
Payroll Specialist	Classified	Professionals	Non-Exempt			7508	\$24.79	\$30.99	\$37.19
Permit Technician	Classified	Technicians	Non-Exempt			7505	\$18.59	\$23.24	\$27.89
Planner	Classified	Professionals	Non-Exempt			7509	\$27.30	\$34.12	\$40.95
Planning Administrator	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7512	\$36.30	\$45.37	\$54.45
Plans Examiner/Permit Specialist	Classified	Professionals	Non-Exempt			7510	\$30.00	\$37.50	\$45.00
Police Captain ⁽¹⁾	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7512	\$36.30	\$45.37	\$54.45
Police Lieutenant ⁽¹⁾	Classified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
Police Records Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7509	\$27.30	\$34.12	\$40.95
Police Services Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$46.62	\$58.27	\$69.92
Power Analyst	Classified	Professionals	Professional		1%	7509	\$27.30	\$34.12	\$40.95
Printer	Classified	Admin Support Workers	Non-Exempt			7504	\$16.93	\$21.16	\$25.39
Professional Land Surveyor	Classified	Professionals	Non-Exempt			7509	\$27.30	\$34.12	\$40.95

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 25, 2017

Classification Title	Classification		FLSA	Status	Non-Match		2018		
	Status	EEO-4 Group Status			Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Public Works Administration Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7509	\$27.30	\$34.12	\$40.95
Public Works Capital Projects Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7513	\$39.95	\$49.94	\$59.92
Public Works Director	Unclassified	Exec/Senior Offs & Mgrs.	Executive		4%	7620	\$46.62	\$58.27	\$69.92
Purchasing Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7512	\$36.30	\$45.37	\$54.45
Recreation & Facilities Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
Redevelopment Project Manager	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Risk & Safety Program Administrator	Classified	Professionals	Professional		1%	7510	\$30.00	\$37.50	\$45.00
Senior Planner	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Solid Waste Collection Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7510	\$30.00	\$37.50	\$45.00
Solid Waste Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
Special Appointee I	Classified	Admin Support Workers	Non-Exempt		Wages with City Manager Approval				
Special Appointee II	Classified	Professionals	Exempt		Wages with City Manager Approval				
Streets Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7510	\$30.00	\$37.50	\$45.00
Support Specialist	Classified	Admin Support Workers	Non-Exempt			7505	\$18.59	\$23.24	\$27.89
Survey Technician	Classified	Professionals	Non-Exempt			7507	\$22.56	\$28.20	\$33.84
Traffic Engineer	Classified	Professionals	Professional		1%	7511	\$33.02	\$41.27	\$49.52
Transportation & Development Mgr.	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7513	\$39.95	\$49.94	\$59.92
Wastewater Maintenance Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7510	\$30.00	\$37.50	\$45.00
Wastewater/Stormwater Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
Water Manager	Unclassified	First/Mid Offs & Mgrs.	Executive		3%	7511	\$33.02	\$41.27	\$49.52
Water Operations Supervisor	Classified	First/Mid Offs & Mgrs.	Executive		1%	7510	\$30.00	\$37.50	\$45.01

(1) With the approval of the Police Services Director, the Police Captains and Police Lieutenants may receive an eight percent (8%) base pay differential as Certification Pay for obtaining a Career Level Certification (CLC) Middle Management Level. In addition, Police Captains and Police Lieutenants may receive Education Incentive Pay of five percent (5%) for AA Degree or ten percent (10%) for BA Degree in job related fields of Police Science and Law Enforcement, Political Science, Business Administration, etc.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 217-17, Establishing a Public Hearing Date to Consider an Ordinance to Assume the Rights, Powers, Functions, and Obligations of the Richland Transportation Benefit District

Department:
City Attorney

Ordinance/Resolution Number:
217-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 217-17, establishing a public hearing date to consider an ordinance to assume the rights, powers, functions, and obligations of the Richland Transportation Benefit District.

Summary:

On May 2, 2017, the Richland City Council passed Ordinance No. 02-17, establishing the Richland Transportation Benefit District (TBD). The primary purpose of the Richland Transportation Benefit District is to support the City's pavement preservation program, and to provide some limited funding in support of the Duportail Bridge. The geographical boundaries of the Richland TBD mirror those of the City of Richland.

Currently, the members of the Richland City Council, acting ex officio and independently, constitute the governing body of the Richland TBD, which is a separate legal entity. However, in July 2015, the Washington State Legislature passed a bill that allows a city to assume the rights, powers, functions, and obligations of a transportation benefit district established by the city, thereby removing the TBD's separate legal entity status. By absorbing the Richland TBD, the City will realize streamlined governance, administrative processes and accounting efforts.

In order to assume the rights, powers, functions, and obligations of a transportation benefit district, the City Council must first adopt a resolution indicating an intent to conduct a hearing concerning the assumption of such rights, powers, functions, and obligations. Certain notice requirements must be met, and all those who wish to be heard must be invited to attend and give testimony.

Resolution No. 217-17 establishes December 5, 2017 as the date upon which City Council will hold the requisite public hearing to receive public comment on a proposed ordinance to assume the rights, powers, functions, and obligations of the Richland TBD.

Staff recommends approval of Resolution No. 217-17.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 217-17

RESOLUTION NO. 217-17

A RESOLUTION of the City of Richland establishing a hearing date to consider an ordinance to authorize the City to assume the rights, powers, functions, and obligations of the City of Richland Transportation Benefit District.

WHEREAS, Chapters 36.73 RCW and RCW 35.21.225 authorize cities to establish a transportation benefit district within the city's jurisdiction for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, the City Council of the City of Richland passed Ordinance No. 02-17 establishing the Richland Transportation Benefit District as authorized by RCW 35.21.225 and subject to the provisions of RCW 36.73; and

WHEREAS, the Richland Transportation Benefit District includes the entire City of Richland as the boundaries currently exist or as are expanded upon annexation; and

WHEREAS, pursuant to RCW 36.73.030(3), the members of the Richland City Council, acting ex officio and independently, constitute the governing body of the Richland Transportation Benefit District; and

WHEREAS, the State Legislature passed Second Engrossed Substitute Bill 5987, Chapter 44, Laws of 2015 ("Senate Bill 5987"), effective July 15, 2015, now codified as Chapter 36.74 RCW, which authorizes a city to assume the rights, powers, functions, and obligations of a transportation benefit district established by a city; and

WHEREAS, in order to assume the rights, powers, functions, and obligations of a transportation benefit district established by a city, the city legislative authority must adopt an ordinance or resolution indicating an intent to conduct a hearing concerning the assumption of such rights, powers, functions, and obligations; and

WHEREAS, if the city legislative authority adopts such an ordinance or resolution of intention, the ordinance or resolution must set a time and place at which the city authority will consider the proposed assumption of the rights, powers, functions, and obligations of the transportation benefit district, and must state that all persons interested may appear and be heard; and

WHEREAS, the ordinance or resolution of intention must be published at least two times during the two weeks preceding the scheduled hearing in newspapers of daily general circulation or published in the city in which the transportation benefit district is to be located; and

WHEREAS, as authorized by RCW 36.74.020, the Richland City Council desires to schedule a hearing to consider an ordinance authorizing the City to assume the rights,

powers, functions, and obligations of the Richland Transportation Benefit District.

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

Section 1. A public hearing will be held on **Tuesday, December 5, 2017 at 7:30 p.m.** or later in the City Council Chambers in the Richland City Hall, located at 505 Swift Boulevard, Richland, Washington, to consider and take public testimony on the proposed ordinance to authorize the City to assume the rights, powers, functions, and obligations of the Richland Transportation Benefit District pursuant to Chapter 36.74 RCW. All persons interested may appear and be heard at the hearing.

Section 2. Notice of the public hearing shall be published at least two times during the two weeks preceding the hearing.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from October 30, 2017 - November 10, 2017 for \$13,140,056.24 including Check Nos. 251560-252008, Wire Nos. 6613-6622, Payroll Check Nos. 126302-126841, and Payroll Wire/ACH Nos. 10153-10173

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from October 30, 2017, to November 10, 2017 in the amount of \$13,140,056.24.

Summary:

Breakdown of Expenditures:

Check Nos.	251560-252008	1,864,478.71
Wire Nos.	6613-6622	8,913,532.00
Payroll Check Nos.	126302-126841	22,354.67
Payroll Wires/ACH	10153-10173	2,339,690.86
TOTAL		\$13,140,056.24

Fiscal Impact:

Yes

Total Disbursements: \$13,140,056.24. Disbursements (wire transfers) include principal and interest bond payments to US Bank Trust for \$5,236,233.45 and purchase power for \$3,532,315.00.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
OCTOBER 30 - NOVEMBER 10, 2017

Payee	Wire Description	Amount
Claim Wires - Wire No. 6613 to 6622		
AW Rehn Insurance	Fire Health Reimbursement Account	21,000.00
Bonneville Power Administration	Purchase Power	3,532,315.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	108,739.44
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,359.00
Payment Processing, Inc.	Landfill Merchant Service Fees	1,756.90
US Bank Trust	Principal/Interest Bonds	5,236,233.45
Zenith Administrators	Insurance Claims	12,128.21
	Total Claim Wire Transfers	\$ 8,913,532.00
Payroll Wires & Direct Deposits (ACH) - Wire No. 10153 to 10173		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,339,690.86
Total Claim & Payroll Wires/ACH		\$ 11,253,222.86

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



City Of Richland

VL-1 Voucher Listing

From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BENTON COUNTY TREASURER		1017BC	251840	CRIME VICTIMS COMP BCDC-OCT 17	\$692.00
CHIDESTER, MARK		17-420 CHIDESTER	251751	17-420 ROUTEWARE CONFERENCE	\$324.96
CITY OF RICHLAND		102617	251611	CASHIER SHORTAGE-IZAGUIRRE	\$0.15
HAMILTON, CRAIG		17-411 HAMILTON	251893	17-411 ACCIS CONFERENCE	\$707.73
PERMIT REFUND		2017-003042	251630	PERMIT CANCELLED	\$27.32
RECWARE REFUND		101017	251668	DEPOSIT REFUND	\$200.00
				CANCELLATION REFUND	\$115.63
		102317	251726	DEPOSIT REFUND	\$500.00
		102417	251597	DEPOSIT REFUND	\$200.00
			251598	DEPOSIT REFUND	\$200.00
			251623	DEPOSIT REFUND	\$200.00
			251652	DEPOSIT REFUND	\$200.00
			251669	DEPOSIT REFUND	\$200.00
			251713	DEPOSIT REFUND	\$200.00
			251733	DEPOSIT REFUND	\$200.00
			251734	DEPOSIT REFUND	\$200.00
ROBERTS, JORDAN		17-436 ROBERTS	251965	17-436 U OF WI SUBSTATION T	\$1,574.48
WASHINGTON STATE PATROL		I18002096	251820	BACKGROUND CHECKS-SEPT 2017	\$372.00
		I18002829	251998	BACKGROUND CHECKS-OCT 2017	\$624.00
WASHINGTON STATE TREASURER		1017WS	251999	FINES & FORFEITURES BC-OCT 17	\$35,962.58
UNASSIGNED TOTAL ****					\$42,700.85
Division: 001 CITY COUNCIL					
VERIZON WIRELESS	P058430	9793573240	251994	Verizon Charges for September	\$180.14
CITY COUNCIL TOTAL ****					\$180.14
Division: 100 CITY MANAGER					
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$2.76
				POSTAGE 10/01/17 TO 10/31/17	\$1.38
REENTS, CYNTHIA		17-477 REENTS	251955	17-477 ICMA ANNUAL CONFEREN	\$912.31
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$38.68
CITY MANAGER TOTAL ****					\$955.13
Division: 101 CITY CLERK					
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$5.77
				POSTAGE 10/01/17 TO 10/31/17	\$135.28
CITY CLERK TOTAL ****					\$141.05
Division: 102 CITY ATTORNEY					
BELL BROWN & RIO PLLC		910	251839	PROSECUTION SRVCS-NOVEMBER	\$22,143.88
BENTON COUNTY TREASURER		SEPTEMBER 2017	251841	DISTRICT COURT/OPD COSTS SEPT	\$45,602.42



City Of Richland

VL-1 Voucher Listing

From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		17-396 FULTON	251857	17-396 WCIA & WAPRO FALL CO	\$366.61
		17-408 KINTZLEY	251754	17-408 WSAMA FALL CONFERENC	\$224.96
KINTZLEY, HEATHER		17-391 KINTZLEY	251914	17-391 WCIA FULL BOARD ED S	\$48.00
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$0.92
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$38.68
	P058456			Verizon Charges September Char	\$38.68
CITY ATTORNEY TOTAL ****					\$68,464.15
Division:	110	ASSISTANT CITY MANAGER			
AMUNDSON, JON		17-476 AMUNDSON	251832	17-476 ICMA ANNUAL CONFEREN	\$642.46
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$38.68
ASSISTANT CITY MANAGER TOTAL ****					\$681.14
Division:	111	COMMUNICATIONS & MARKETING			
MACHART, KELLY		17-317 MACHART	251922	17-317 ADOBE MAX CONFERENCE	\$915.81
PITNEY BOWES INC		3304269703	251945	3RD QTR 2017 PB SORTER/POSTAGE	\$8,702.12
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$114.07
COMMUNICATIONS & MARKETING TOTAL ****					\$9,732.00
Division:	112	CABLE COMMUNICATIONS			
OMNIMUSIC	S017639	6071/PYMNT1	251673	ANNUAL MUSIC LICENSE	\$1,075.00
SIGHT & SOUND SERVICES	P058466	8060	251808	PROFESSIONAL AUDIO SERVICES FO	\$500.00
VECTOR BROADCAST LLC	S017240	4293	251720	QUARTERLY MAINTENANCE FOR AUDI	\$2,063.40
CABLE COMMUNICATIONS TOTAL ****					\$3,638.40
Division:	113	HANFORD COMMUNITIES			
LUNDGREN, REGINA E		RCH-SB-530	251657	SPEAKERS BUREAU - OCTOBER	\$320.00
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$69.46
				POSTAGE 10/01/17 TO 10/31/17	\$2.03
HANFORD COMMUNITIES TOTAL ****					\$391.49
Division:	120	FIRE			
BENTON PUD		785	251842	2017 JUMP OFF JOE LEASE FEES	\$4,675.16
		894		QTRLY RACK LEASE JUL-SEPT 2017	\$1,021.12
FRONTIER		10/17 2061880334	251886	VHF PHONE LINE 10/19-11/18/17	\$422.86
GOULD, ZACH		17-452 GOULD	251769	17-452 NEW ENGINE BUILD MEE	\$40.00
ON SCENE MEDICAL SERVICES, P.C.	P058499	00065	251938	ANNUAL HEARING SCREENING	\$1,288.00
	P058499	00301		ANNUAL HAZMAT PHYSICALS	\$2,630.00
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$26.50
PUBLIC SAFETY TESTING INC		2017-7866	251950	3RD QTR 2017 SUBSCRIPTION FEES	\$283.60
SEA WESTERN INC	P058294	201709	251698	SHIPPING	\$11.02
	P058294			#MSA 10116924, ALTAIR 5X GAS	\$1,860.32
US CELLULAR		20171025000030	251815	VHF TOWER FEES	\$292.46
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$785.30
	P058456			Verizon Charges September Char	\$512.67



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FIRE TOTAL ****					\$13,849.01
Division:	130	POLICE			
AMERICAN MESSAGING SERVICES LLC		W4100724RJ	251740	PAGER RENTAL SEPT 2017	\$3.22
ARMITAGE, CLINTON		17-498 ARMITAGE	251835	17-498 TASER RECERT	\$83.55
BENTON COUNTY PROSECUTOR'S OFFICE		3RD QTR 2017	251746	KIDS HAVEN 3RD QTR 2017	\$2,440.60
BUSH CAR WASH		4546	251749	RPD VEH WASHES-SEPTEMBER (90)	\$562.50
CASCADE NATURAL GAS CORP		10/17-75997100005	251852	NAT GAS 871 GW WAY 09/19-10/18	\$672.36
CITY OF KENNEWICK		013135	251752	5 CITRIX LICENSES	\$1,933.19
		013140		BIPIN COMP SUPPORT MNT-4TH QTR	\$9,358.25
CITY OF PASCO		2017-000000028	251753	COP-ANIMAL CONTROL SERV-OCT	\$20,806.38
CITY OF RICHLAND		17-386 LEE	251857	17-386 IACP	\$1,743.52
COLUMBIA FITNESS		M196	251862	PREVENTATIVE MAINTENANCE	\$108.60
DAY WIRELESS SYSTEMS		449440	251871	SPEAKER MIC/SPEAKER REMOTE	\$147.16
DELTA HEATING & COOLING INC		033693	251760	REPLACE AIR FILTER	\$31.39
DESERTGREEN LAWN & TREE CARE LLC		180436	251761	LAWN SERVICE FOR RANGE	\$114.03
DOMESTIC VIOLENCE SERVICES		24949	251763	DOMESTIC VIOLENCE SRVCS-SEP 17	\$888.50
FAST SIGNS		139-56149	251883	BREAK THE SILENCE RIBBONS	\$211.16
FRONTIER	S017651	11/17 2061882614	251886	FRONTIER COMMUNICATIONS MONTHL	\$68.54
GALLS, LLC	P058367	BC0490481	251636	ZJ841 7 M DANNER ACADIA WOMEN'	\$251.59
	P058367			ADJUST FOR TAX	(\$0.01)
	P058367			RPD PATCH LEFT SLEEVE - SCHNEI	\$2.17
	P058367			RPD PATCH RIGHT SLEEVE - SCHNE	\$2.17
	P058367			NAME STRIP LAST NAME ONLY:	\$4.34
	P058367			SHIPPING	\$16.29
	P058367			TR666 MDNV 34 OB 5.11 TACTICAL	\$108.58
	P058367			SR611 MDNV LG REG 5.11 TACTICA	\$108.58
	P058367			FT918 BLK 12.5 M SALOMON QUEST	\$212.26
	P058386	BC0492828		SHIPPING	\$10.86
	P058386			CUSTOMER SPECIFIC EMBLEM - CHI	\$2.17
	P058386			TU939 DKNV 36 OB TROUSER WOOL	\$258.36
	P058386			SH477 MDNV 175 35 FLYING CROSS	\$201.89
	P058386			UA632 SERVICE STRIPES LAPD SIL	\$14.66
	P058386			BUTTON REMOVAL/MOVE - CHIEF SK	\$9.54
	P058386			CUSTOMER SPECIFIC EMBLEM - CHI	\$2.17
	P058386			ADJUST FOR TAX	\$0.02
GLASEN, HEIDI		17-478 GLASEN	251889	17-478 NARCOTICS DISPOSAL	\$18.00
GRAINGER	S017637	9576023957	251638	FOAM SHEET ITEM #5GDK0	\$11.15
	S017650	9588360751	251891	FOAM SHEET ITEM #5GDK0	\$31.42
	S017650	9599297851		FOAM SHEET ITEM #5GDK0	\$89.14
GUNARAMA WHOLESALE INC	S017628	925363	251640	FREIGHT	\$21.72
	S017628			TRADE IN GLOCK G21 GEN4 .45 AC	(\$298.65)



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GUNARAMA WHOLESALE INC	S017628	925363	251640	GLOCK G17 GEN5 9MM, GLOCK NIGH	\$444.17
INTOXIMETERS INC		576740	251775	AS FST REPAIR	\$297.99
IRON MOUNTAIN INC		NYC8900	251776	SHREDDING SRVCS-JUNE	\$191.34
		PFK7908		SHREDDING SRVCS-SEPTEMBER	\$115.42
LEIRA		101217 CARPER/ROE	251917	ACCREDITATION PREPARATION REG	\$150.00
LN CURTIS & SONS	P058132	INV135272	251656	SHIPPING	\$7.17
	P058132			TP24-M-YB PROTECH NAVY TP24 6X	\$24.44
	P058132			SCA-FIA SAFARI RED FIREARM	\$233.49
	P058132			DN6313 SAFARI OREGON CITY CARR	\$380.10
	P058132			ADJUST FOR TAX	(\$0.01)
MATHENY, RODNEY C		17-453 MATHENY	251791	17-453 CJTC ACADEMY CHECK I	\$18.00
MOON SECURITY SERVICES INC		896954	251932	RPD RANGE MONITORING	\$59.90
NET TRANSCRIPTS INC		0013569-IN	251793	TRANSCRIPTION SVCS 16-09494	\$47.76
ODOT DMV SERVICES		MB121342	251794	PHOTO REQUEST-ERIC PERKINS	\$6.50
OXARC INC		60036703	251796	CYLINDER RENTAL- SEPTEMBER	\$8.09
		60043029	251939	CYLINDER RENTAL- OCTOBER	\$8.34
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$392.61
				POSTAGE 10/01/17 TO 10/31/17	\$104.50
QUALITY CONTROL SERVICES INC		50217	251801	ON SITE SERVICE BALANCE	\$210.00
SOUND UNIFORM GROUP LLC	P057706	201710B105	251703	UAZIPS UNDER ARM ZIPPERS	\$27.15
	P057706			ZIPAPKTS INSIDE CHEST ZIPPERS	\$13.03
	P057706			EMBNTAG NAME TAG "MATHENY"	\$8.69
	P057706			JMP93LT WINTER WEIGHT JUMPSUIT	\$407.25
TRANS UNION RISK & ALTERNATIVE DATA		09/17-204527	251811	RPD RECORDS SEARCH - SEPTEMBER	\$110.00
		10/17-204527	251989	RPD RECORDS SEARCH - OCTOBER	\$110.00
TREASURE VALLEY COFFEE CO		100046	251812	UNIFORM LAUNDRY SRVCS-AUGUST	\$116.54
VER STEEG, CARMEN K		17-479 VER STEEG	251993	17-479 NARCOTICS DISPOSAL	\$18.00
VERIZON WIRELESS	P058471	9793026073	251818	Verizon Wireless September Inv	\$115.73
	P058471			Verizon Wireless September Inv	\$77.40
	P058456	9793573239	251721	Verizon Charges September Char	\$5,086.51
	P058454	9793573241		Verizon Wireless Charges Invoi	\$27.73
	P058454			Verizon Wireless Charges Invoi	\$6.84
WASHINGTON STATE PATROL		118002829	251998	BACKGROUND CHECKS-OCT 2017	\$32.00
XEROX CORPORATION		090819585	251822	LX5-691308 BASE/PRINTS-SEPT	\$263.64
		090819587		LX5-694258 BASE/PRINTS- SEPT	\$7.92
		090819588		MX4-345491 BASE/PRINTS- SEPT	\$546.98
		090819589		MX4-345537 BASE/PRINTS-SEPT	\$233.76
POLICE TOTAL ****					\$50,160.35
Division: 210 ADMINISTRATIVE SERVICES					
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$38.68
ADMINISTRATIVE SERVICES TOTAL ****					\$38.68



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From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 211 FINANCE					
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$3,393.22
				POSTAGE 10/01/17 TO 10/31/17	\$738.41
				POSTAGE 10/01/17 TO 10/31/17	\$8.03
				POSTAGE 10/01/17 TO 10/31/17	\$1,378.50
				POSTAGE 10/01/17 TO 10/31/17	\$155.21
POSTMASTER		PERMIT 153-10/27	251799	POSTAGE 10/09 - 10/27/2017	\$7,286.04
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$52.92
	P058456			Verizon Charges September Char	\$38.68
FINANCE TOTAL ****					\$13,051.01
Division: 212 PURCHASING					
ORKIN EXTERMINATING INC	S017270	162414599	251795	PEST CONTROL SERVICES FOR BLDG	\$29.87
	S017270			PEST CONTROL SERVICES FOR BLDG	\$29.86
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$0.92
				POSTAGE 10/01/17 TO 10/31/17	\$0.46
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$19.34
	P058456			Verizon Charges September Char	\$33.02
PURCHASING TOTAL ****					\$113.47
Division: 213 INFORMATION TECHNOLOGY					
COLUMBIA BASIN INFORMATION TECHNOLOGY	P057381	INV-000431	251860	INTERNET SERVICE MONTHLY FEE	\$800.00
TECH POWER SOLUTIONS INC	S017624	53999	251809	MEMORY KIT, HEWLETT PACKARD	\$3,418.47
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$15.02
	P058456			Verizon Charges September Char	\$467.54
INFORMATION TECHNOLOGY TOTAL ****					\$4,701.03
Division: 220 HUMAN RESOURCES					
CITY OF RICHLAND		17-350 NASH	251857	17-350 NEOGOV ANNUAL CONFER	\$574.21
EMPLOYMENT SCREENING SERVICES, INC		38627241194	251879	BACKGROUND/REFERENCE CHECKS	\$82.00
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$123.39
				POSTAGE 10/01/17 TO 10/31/17	\$19.08
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$38.68
HUMAN RESOURCES TOTAL ****					\$837.36
Division: 300 COMMUNITY &DEVELOPMENT SERVICE					
ABADAN INC		CNIN140768	251738	LG FORMAT SCANNER	\$141.13
		CNIN141676	251825	LG FORMAT PRINTER	\$141.13
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$0.46
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$197.57
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$480.29
Division: 301 DEVELOPMENT SERVICES					
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$12.42



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$463.33
DEVELOPMENT SERVICES TOTAL ****					\$475.75
Division:	303	LIBRARY			
DIGITAL IMAGE TRI CITIES INC		E#6650	251873	STEAMSPACE MAPS	\$488.70
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$163.82
				POSTAGE 10/01/17 TO 10/31/17	\$67.76
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$73.40
XEROX CORPORATION		090945358	252007	LX5-692939 BASE-SEPTEMBER	\$151.38
		090945359		LX5-692946 BASE/PRINTS-SEPT	\$300.30
		590207109	251735	LATE CHARGE ON INV# 090135190	\$25.00
LIBRARY TOTAL ****					\$1,270.36
Division:	330	PARKS & RECREATION ADMIN			
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$1,351.35
PARKS & RECREATION ADMIN TOTAL ****					\$1,351.35
Division:	331	PARKS & REC - RECREATION			
CAMARENA LATIN RHYTHMS		OCTOBER 2017	251850	SALSA INSTRUCTOR-OCTOBER	\$1,423.98
ELIZABETH E TROST			251878	OCTOBER CLASS-6484	\$370.30
		SEPTEMBER 2017	251628	SEPTEMBER CLASS-6482	\$473.55
FRONTIER	S017651	11/17 2061882614	251886	FRONTIER COMMUNICATIONS MONTHL	\$194.13
GLOWING SUN		OCTOBER 2017	251890	SHOTOKAN KARATE CLASSES	\$262.89
HEALTHY FEET LLC			251896	FOOT CARE CLASSES-OCTOBER	\$634.80
MILLER, JO ANN			251928	DANCE INSTRUCTOR-OCTOBER	\$621.14
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$2.30
SZENDRE, JOLENE		AUGUST 2017	251706	YOGA CLASS #6100-AUG 2017	\$21.53
		JULY 2017		YOGA CLASS #6100-JULY 2017	\$41.13
		SEPTEMBER 2017		YOGA CLASS #6100-SEPT 2017	\$64.58
PARKS & REC - RECREATION TOTAL ****					\$4,110.33
Division:	335	PARKS & REC - PARKS&FACILITIES			
ALLPLAY SYSTEMS LLC	S017545	2017-158	251587	FREIGHT	\$1,068.54
	S017545			ENGINEERED WOOD FIBER, 100 CY,	\$2,035.16
ARAMARK UNIFORM SERVICES INC	S017653	10/17-934962000	251834	LINEN CHARGES FOR OCTOBER, 201	\$577.73
CASCADE NATURAL GAS CORP		10/17-5189710000	251852	NAT GAS 1005 SWIFT 09/19-10/17	\$10.85
FRONTIER	S017651	11/17 2061882614	251886	FRONTIER COMMUNICATIONS MONTHL	\$1,112.86
	S017651			FRONTIER COMMUNICATIONS MONTHL	\$32.33
GRAINGER	S017650	9595931990	251891	DRAIN EXTENSION KIT ITEM #20Z8	\$82.58
	S017650	9599297877		VALVE REPAIR KIT ITEM #2ZML8	\$495.10
GTP INVESTMENTS LLC	P057396	404572643	251892	BADGER MTN LEASE FOR CITY CELL	\$10.94
	P057396	404572644		BADGER MTN LEASE FOR CITY CELL	\$312.50
KAMAN INDUSTRIAL TECHNOLOGIES		E194618	251783	RADIAL BALL BEARING	\$52.24
MOON SECURITY SERVICES INC		896649	251663	BASIC FIRE MONITOR LIBRARY	\$36.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOON SECURITY SERVICES INC		897473	251663	ST#74 CELL GSM FIRE B/U-NOV	\$50.00
		897865		BASIC FIRE MONITORING CREST	\$59.00
		899026		BASIC FIRE MONITORING	\$36.00
				BASIC FIRE MONITORING	\$33.00
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$2.76
				POSTAGE 10/01/17 TO 10/31/17	\$39.22
UNITED PARCEL SERVICE	S017642	000986641437	251718	GROUND PKG TO BOSCH THERMOTEC	\$4.48
WILBUR ELLIS COMPANY		11145023	252005	FERTILIZER	\$4,645.38
		11167924		FERTILIZER	\$275.83
		11268742		FERTILIZER	\$100.54
		11284054		FERTILIZER	\$1,954.80
		11366564		FERTILIZER	\$4,845.30
		11372056		FERTILIZER	(\$1,033.44)
		11372057		FERTILIZER	\$3,811.86
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$20,651.56
Division:	900	NON-DEPARTMENTAL			
THE RIGGER LLC		CIP2017004INV01	251982	CIP2017-004 INVOICE 01	\$6,000.00
WASHINGTON CITIES INSURANCE AUTHORITY		OCTOBER 2017	251996	WCIA CLAIMS PAID-SEPT 2017	\$12,944.97
NON-DEPARTMENTAL TOTAL ****					\$18,944.97
GENERAL FUND Total ***					\$256,919.87
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
ADVANCED SIGNAL & CONTRACTING LLC	P057465	2602	251585	2017 RAILROAD XING INSPECTIONS	\$320.00
ARROW CONSTRUCTION SUPPLY INC	S017610	205381	251742	STRIPER, GRACO LINELASER 2 GUN	\$8,014.68
	S017610			DOUBLE BEAD GUN, #277064	\$895.95
EBERLE DESIGN INC		30269	251626	TRAFFIC SIGNAL MMU16 REPAIRS	\$150.00
		30447		TRAFFIC SIGNAL MMU16 REPAIRS	\$75.00
		30588		TRAFFIC SIGNAL MMU16 REPAIRS	\$150.00
ECONOLITE CONTROL PRODUCTS INC	P058405	138790	251764	CAMERA SYSTEM, AUTOSCOPE VISIO	\$13,230.00
	P058405			CAMERA SYSTEM, AUTOSCOPE VISIO	\$3,777.78
	P058405			SALES TAX @ 8.6%	\$539.46
	P058405			VISION COM MANAGER, 4 CAMERA	\$2,200.00
	P058405			CAMERA MOUNT #34238G110	\$295.00
	P058405			SALES TAX @ 8.6%	\$1,192.15
	P058405			CAMERA SYSTEM, AUTOSCOPE VISIO	\$632.22
FRONTIER	S017651	11/17 2061882614	251886	FRONTIER COMMUNICATIONS MONTHL	\$32.33
	S017651			FRONTIER COMMUNICATIONS MONTHL	\$56.81
GTP INVESTMENTS LLC	P057396	404572643	251892	BADGER MTN LEASE FOR CITY CELL	\$7.00
	P057396	404572644		BADGER MTN LEASE FOR CITY CELL	\$200.00



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From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HERC RENTALS INC		28555778/28531924	251897	OVRPYMNT ON INVOICE	(\$400.00)
		29650845-001		LIQUID PROPANE	\$92.30
INLAND ASPHALT CO	P058475	2510560	251772	1/2" HMA ASPHALT, INV: 2510560	\$63.69
TRAFFIC SAFETY SUPPLY CO INC	S017607	134651	251712	FREIGHT- ESTIMATED	\$134.77
	S017607			3/4" ULTRA LOK SS BANDING, 36"	\$427.45
	S017607			12' SIGN POST, 2" SQUARE TUBE,	\$948.89
UNITED PARCEL SERVICE	S017642	000986641437	251718	GROUND PKG TO WIRELESS TECH IN	\$49.40
	S017642			WEIGHT CORRECTION FOR PKG TO	\$0.02
	S017652	000986641447	251992	GROUND PKG TO DICK CAMPBELL CO	\$16.64
VERIZON WIRELESS	P058471	9793026073	251818	Verizon Wireless September Inv	\$77.40
	P058456	9793573239	251721	Verizon Charges September Char	\$259.10
	P058454	9793573241		Verizon Wireless Charges Invoi	\$7.96
WESTERN SYSTEMS INC	P058374	0000034373	251730	22 x 120 CENTER PARKWAY, NEW S	\$651.60
	P058374			FREIGHT	\$235.23
STREETS MAINTENANCE TOTAL ****					\$34,332.83
CITY STREETS Total ***					\$34,332.83
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
CITY OF RICHLAND		17-259 RATKAI	251754	17-259 ICSC WESTERN DEAL MA	\$94.00
		17-333 RATKAI		17-333 IEDC CERT TRAINING	\$149.00
FAST SIGNS		139-56190	251883	HRIP-MARKETING SIGNS	\$5,185.38
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$13.04
				POSTAGE 10/01/17 TO 10/31/17	\$1.90
RGW ENTERPRISES PC	P057815	09/17-ENG/DRFT HR	251805	2017 ENGINEERING AND DRAFTING	\$3,030.00
	P057809	09/17-PM HOURS		2017 PROJECT MANAGEMENT SERVIC	\$2,415.00
TRIDEC		3061	251814	2QTR 2017 CONTRACT PYMNT	\$7,500.00
		3062		3QTR 2017 CONTRACT PYMNT	\$7,500.00
ECONOMIC DEVELOPMENT TOTAL ****					\$25,888.32
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
RGW ENTERPRISES PC		09/17 ENG/DRFT HR	251805	2017 ENGINEERING AND DRAFTING	\$1,700.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$1,700.00
INDUSTRIAL DEVELOPMENT FUND Total ***					\$27,588.32
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			
101 CLEANERS		09/17-9427360	251736	UNIFORM LAUNDRY SRVCS-SEPT	\$229.71
ADVENTOS LLC		3424A	251828	SMARTFORCE LICENSE FEE	\$1,566.34
BICKFORD, JEFF		17-403 BICKFORD	251844	17-403 ICAC MEETING	\$66.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BICKFORD, JEFF		17-460 BICKFORD	251844	17-460 COURT-GRAND JURY	\$17.00
CITY OF RICHLAND		17-287 CLARK	251857	17-267 DT INSTRUCTOR RECERT	\$546.97
DELL COMPUTER CORPORATION	S017618	10197310059	251620	DELL 27 MONITOR - P2717H	\$1,754.04
	S017618			DELL USB SOUNDBAR - AC511	\$79.79
GRAINGER	S017650	9599297869	251891	FOAM SHEET ITEM #5GDK0	\$44.57
JUDGE, DARRYL		17-405 JUDGE	251907	17-405 ICAC MEETING	\$48.00
		17-438 JUDGE		17-438 COURT-GRAND JURY	\$18.00
PACIFIC TACTICAL LLC	S017615	3241	251676	#01-0972 5.56MM MMR-BLUE NON-T	\$693.00
	S017615			SHIPPING	\$32.50
	S017615			#01-2845 M16/M4 SERIES MMR/BLA	\$2,520.00
PUBLIC SAFETY TESTING INC		2017-7866	251950	3RD QTR 2017 SUBSCRIPTION FEES	\$412.50
RIVER CITY TOWING INC		15785	251806	TOW CHARGE	\$48.87
		15786		TOW CHARGE	\$48.87
		15795		TOW CHARGE	\$48.87
		15825		TOW CHARGE	\$48.87
		15830		TOW CHARGE	\$48.87
		15835		TOW CHARGE	\$48.87
		15852		TOW CHARGE	\$48.87
		15863	251962	TOW CHARGE	\$48.87
		15864		TOW CHARGE	\$48.87
		15866		TOW CHARGE	\$48.87
		15910		TOW CHARGE	\$48.87
XEROX CORPORATION		090819586	251822	LX5-691344 BASE/PRINTS- SEPT	\$269.26
		090819587		LX5-694258 BASE/PRINTS- SEPT	\$198.74
CJST POLICE ACTIVITY TOTAL ****					\$9,033.99
CRIMINAL JUSTICE SALES TAX Total ***					\$9,033.99
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
TRI CITIES VISITOR & CONVENTION BUREAU		155469	251714	TCVCB MONTHLY DUES-SEPT 17	\$17,604.03
TRI CITY REGIONAL CHAMBER OF COMMERCE		49201	251715	2017 COOL DESERT NIGHTS	\$10,000.00
HOTEL/MOTEL TAX TOTAL ****					\$27,604.03
HOTEL/MOTEL FUND Total ***					\$27,604.03
FUND 151	SPECIAL LODGING ASSESSMENT				
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		SEPT 2017	251714	SPECIAL LODGING ACCESS SEPT 17	\$59,414.08
TOURISM PROMOTION AREA TOTAL ****					\$59,414.08
SPECIAL LODGING ASSESSMENT Total ***					\$59,414.08



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
CITY OF PASCO		17-03	251609	PASCO HOME DPA 07/01-09/30/17	\$52,958.88
				PASCO HOME DPA 07/01-09/30/17	\$1,197.77
HOME PROGRAM TOTAL ****					\$54,156.65
HOME FUND Total ***					\$54,156.65
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	000				
PREMIER EXCAVATION INC	P057515	C27-17/PYMT 7	251682	C27-17/PYMT 7 RETAINAGE	(\$2,387.69)
	P057515			C27-17/PYMT 7 RETAINAGE	(\$16,587.00)
UNASSIGNED TOTAL ****					(\$18,974.69)
Division:	402	ARTERIAL STREETS			
AMERICAN ROCK PRODUCTS INC	P058476	330049	251741	5/8" MINUS TOP COURSE, INV:330	\$81.84
BARTLETT & WEST INC		T4850	251745	BNSF ROW MAP R52442-PDF COPY	\$75.00
BEAVER BARK & ROCK		844691	251838	CONCRETE	\$306.23
CATTANEO, ANNA		101817	251606	SIDEWALK REPAIR-2078 HOXIE	\$586.44
CORE & MAIN LP	S017623	H984353	251757	RISER RING FOR MANHOLE COVER,	\$983.48
	S017623			RISER RING FOR MANHOLE COVER,	\$906.59
	S017623			RISER RING FOR MANHOLE COVER,	\$735.44
	S017623			RISER RING FOR MANHOLE COVER,	\$1,291.47
FLETCHER & SIPPEL LLC		38125	251767	CENTER PARKWAY-LEGAL SERVICES	\$3,234.00
		38126		DUPORTAIL BRIDGE-LEGAL SERVICE	\$82.50
FOSTER PEPPER PLLC		1181062	251768	CENTER PARKWAY LEGAL SERVICES	\$60.00
HERC RENTALS INC		29632497-001	251897	LIQUID PROPANE	\$80.17
INLAND ASPHALT CO	P058475	2516335	251772	TACK OIL, INV: 2516335 10/11/1	\$316.23
	P058475	2516339		1/2" HMA ASPHALT, INV: 2516339	\$299.08
	P058475	2518885		3/8" HMA ASPHALT, INV: 2518885	\$901.92
	P058475	2519219		1/2" HMA ASPHALT, INV: 2519219	\$864.58
	P058464	2520872		1/2" HMA ASPHALT	\$1,178.06
	P058464	2520875		CSS-1 TACK OIL	\$364.12
	P058464	2520883		1/2" HMA ASPHALT	\$838.54
	P058464	2521749		1/2" HMA ASPHALT	\$2,578.77
	P058464			ADJUST FOR TAX	(\$0.02)
	P058464	2521967		CSS-1 TACK OIL	\$594.10
	P058464	2521970		1/2" HMA ASPHALT	\$287.45
	P058464	2522352		CSS-1 TACK OIL	\$1,389.46
	P058464	2522358		1/2" HMA ASPHALT	\$17,997.13
	P058464	2523304		CSS-1 TACK OIL	\$2,184.77
	P058464			ADJUST FOR TAX	\$0.01



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INLAND ASPHALT CO	P058464	2523309	251772	1/2" HMA ASPHALT	\$19,568.98
	P058464	2523717		CSS-1 TACK OIL	\$900.76
	P058464	2523720		1/2" HMA ASPHALT	\$17,185.72
	P058464			ADJUST FOR TAX	\$0.01
KARR TUTTLE CAMPBELL		433437	251650	DUPORTAIL BRIDGE-LEGAL HUD	\$15,304.99
PREMIER EXCAVATION INC	P057515	C27-17/PYMT 7	251682	LRF - LOGAN STREET/HAGEN ROAD	\$252,573.28
	P057515			PORT OF BENTON ROADS & UTILITI	\$51,021.25
TRI CITY TITLE & ESCROW		17-21404-PS	251990	DPRTL BRDG-ACCS CNTRL-MCALLIST	\$1,097.20
		17-21405-PS		DUPRTL BRDG-ACCES CNTRL-YUKSEL	\$1,097.20
VALMONT INDUSTRIES INC	P058375	CD289001322	251817	SALES TAX	\$302.29
	P058375			PEDESTRIAN PUSH BUTTON POLE, P	\$3,515.00
WA STATE DEPT OF TRANSPORTATION	P057759	RE313ATB71016030	251725	I-182/QUEENSGATE ROUNDABOUT -	\$21,117.10
ARTERIAL STREETS TOTAL ****					\$421,901.14
STREETS CAPITAL CONSTRUCTION Total ***					\$402,926.45
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
BOYD'S TREE SERVICE LLC		5690	251748	SHELTERBELT TREE REMOVAL	\$3,540.72
		5717		SHELTERBELT TREE REMOVAL	\$5,206.94
		5728	251845	SHELTERBELT TREE REMOVAL	\$7,706.27
		5737		SHELTERBELT TREE REMOVAL	\$7,988.89
HERC RENTALS INC		29531750-001	251897	BADGER DOG PARK	\$298.65
PARKS & REC PROJECTS TOTAL ****					\$24,741.47
PARK PROJECT CONSTRUCTION Total ***					\$24,741.47
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
LEONE & KEEBLE INC	P057361	16-292 #7	251787	NEW CITY HALL DESIGN BUILD	\$388,338.40
NON-DEPARTMENTAL TOTAL ****					\$388,338.40
GENERAL GOVT CONSTRUCTION Total ***					\$388,338.40
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	P058206	3665087-01	251588	PADLOCK EQUIPMENT FARGO GM-322	\$2,128.56
	P058395	37003326-00		SLEEVE #6 TRIPLEX NEUTRAL, #6	\$42.90
	P058395			SLEEVE 1/0 TRIPLEX NEUTRAL, #2	\$43.98
	P058401	3701670-00		CONN,VISE #4/0 CU, BRONZE	\$1,392.80
GRAINGER	P058450	95997279653	251891	ADHESIVE 3M SUPER WEATHERSTRIP	\$79.36
PLATT ELECTRIC SUPPLY	P058458	O319842	251798	TIE, CABLE, 11" MIN, BLACK	\$194.61
	P058458			TIE, CABLE, 7.9" MIN, BLACK	\$122.15



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PLATT ELECTRIC SUPPLY	P058458	0319842	251798	TIE, CABLE, 11" MIN, HVY DUTY	\$200.69
	P058458			ADJUST FOR TAX	\$0.01
	P058458			TIE, CABLE, 5.9" MIN, BLACK	\$8.25
TOTAL ****					\$4,213.31
Division:	501	BUSINESS SERVICES			
CITY OF RICHLAND		17-436 ROBERTS	251857	17-436 U OF WI SUBSTATION T	\$1,574.48
		17-441 SCHENNUM	251754	17-441 WPRC CONFERENCE	\$498.38
FRONTIER	S017651	11/17 2061882614	251886	FRONTIER COMMUNICATIONS MONTHL	\$91.97
GRAINGER	S017637	9582811924	251638	FLAT PANEL HEATER ITEM #4NHG9	\$51.00
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$4.66
ROBERTS, JORDAN		17-436 ROBERTS	251965	17-436 U OF WI SUBSTATION T	\$56.00
STANDARD & POOR'S FINANCIAL SERVICES LLC		11336440	251976	ANALYTICAL SRVC/ELEC REV BOND	\$5,000.00
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$181.53
BUSINESS SERVICES TOTAL ****					\$7,458.02
Division:	502	ELECTRICAL ENGINEERING			
COMMONWEALTH ASSOCIATES INC	P058238	0051581	251863	PROFESSIONAL ENGINEERING SERVI	\$93.00
	P058238	0051582		TASK 2: SERVICE REQUIREMENTS	\$4,336.00
	P058238	0051583		TASK 3: MATERIAL STANDARDS	\$6,396.62
	P058238	0051585		TASK 8: KPI METRICS	\$4,472.00
DAILY JOURNAL OF COMMERCE	S017647	3330154	251867	PREQUALIFICATIONS OF ELECTRICA	\$208.00
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$240.02
ELECTRICAL ENGINEERING TOTAL ****					\$15,745.64
Division:	503	POWER OPERATIONS			
ANIXTER INC	S017501	3626978-00	251588	NX FUSE WITH ARC-STRANGLER	\$521.28
BEAVER BARK & ROCK		840204	251593	ROCK/GRAVEL	\$45.55
		840248		ROCK/GRAVEL	\$45.55
		844807	251838	CONCRETE	\$155.28
CITY OF RICHLAND		09/2017-1901	251610	#1901 DROP BOX DISP/HAULING	\$1,398.20
		09/2017-28		#28 LANDFILL FEES	\$92.01
COLUMBIA GRAIN & FEED INC		153767	251615	5 CHAINS	\$178.92
		154116		SHARPEN CHAINS	\$78.19
FASTENAL COMPANY		WARIC69269	251633	SAFETY SUNGLASSES	\$19.24
		WARIC69495		PARTS	\$55.67
		WARIC69769		SAFETY GLASSES	\$39.69
KAMAN INDUSTRIAL TECHNOLOGIES	S017646	Z458486	251783	LUBRICANT, SILICONE, DOW #4	\$61.86
RICHLAND ACE HARDWARE		58823	251686	FASTENERS	\$21.37
VERIZON WIRELESS	P058471	9793026073	251818	Verizon Wireless September Inv	\$77.40
	P058471			Verizon Wireless September Inv	\$77.40
	P058471			Verizon Wireless September Inv	\$77.40
	P058456	9793573239	251721	Verizon Charges September Char	\$241.63



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VERIZON WIRELESS	P058454	9793573241	251721	Verizon Wireless Charges Invoi	\$7.31
	P058454			Verizon Wireless Charges Invoi	\$8.00
	P058454			Verizon Wireless Charges Invoi	\$23.32
POWER OPERATIONS TOTAL ****					\$3,225.27
Division:	504	SYSTEMS DIVISION			
BLUEROOM		2425256	251600	POL SERVICE-1032 UNIVERSITY DR	\$81.00
CENTRAL HOSE & FITTINGS INC		468677	251607	HYDRAULIC HOSE PARTS	\$111.43
ENERGY NORTHWEST	P057784	O&M00617	251880	C59133 SYSTEM IMPROVEMENT RELA	\$1,164.62
	P057784			C49136 SNYDER SUB ADDTN PROJEC	\$1,164.63
	P057784			C59127 LESLIE RD SUB PROJECT	\$1,164.63
	P057784			EW16007 THAYER STAFF SUPPORT -	\$1,164.62
OXARC INC		30151125	251675	NITROGEN	\$41.65
		30163728		NITROGEN	\$41.65
		60038332		CYLINDER RENTAL- SEPTEMBER	\$64.40
PARADISE BOTTLED WATER CO		09/17-POWER OPS	251677	BOTTLED WATER-SEPTEMBER	\$77.60
PLATT ELECTRIC SUPPLY		O148071	251680	PARTS FOR METERING	\$38.65
SD MYERS LLC	S017619	772948	251697	GAS ANALYSIS FOR SNYDER BANK 2	\$55.00
	S017619			GAS ANALYSIS FOR SNYDER BANK 2	\$55.00
STONEWAY ELECTRIC SUPPLY		S102156785.001	251705	CHANNEL/CARLON/IDEAL	\$319.20
TWIN CITY METALS INC		101312	251717	1/8 X 2	\$36.65
VERIZON WIRELESS	P058471	9793026073	251818	Verizon Wireless September Inv	\$77.40
	P058471			Verizon Wireless September Inv	\$77.40
	P058456	9793573239	251721	Verizon Charges September Char	\$216.97
	P058454	9793573241		Verizon Wireless Charges Invoi	\$6.23
	P058454			Verizon Wireless Charges Invoi	\$6.23
SYSTEMS DIVISION TOTAL ****					\$5,964.96
Division:	505	ENERGY POLICY MGMT			
A ONE REFRIGERATION & HEATING INC	P058221	S-21310	251737	WEATHERWISE LOAN: BERRY, 213	\$11,159.45
AIR TIGHT REMODELING	P058320	170-457	251586	WEATHERWISE LOAN: KUEHN, 1901	\$6,471.10
	P058351	170-480		WEATHERWISE LOAN: COTTRILL, 65	\$3,251.20
BENTON COUNTY AUDITOR/WEATHERWISE	P058448	10360 LIEN	251594	RECORD LIEN: PROWANT, 305 GEOR	\$74.00
	P058447	1221600 RELEASE		RELEASE LIEN: HARDY, 118 W MES	\$74.00
	P058448	123020 LIEN		RECORD LIEN: COTTRILL, 654	\$74.00
	P058448	131540 LIEN		RECORD LIEN: ROBERTS, 621	\$74.00
	P058447	132100 RELEASE		RELEASE LIEN: OWCZARSKI, 2212	\$74.00
	P058448	143180 LIEN		RECORD LIEN: KUEHN, 1901 KUHN;	\$74.00
	P058448	190220 LIEN		RECORD LIEN: JEPSEN, 110 THAYE	\$74.00
	P058448	210640 LIEN		RECORD LIEN: LAMARCHE, 1219	\$74.00
	P058447	231720 RELEASE		RELEASE LIEN: DRAKE, 1322 TUNI	\$74.00
	P058448	270520 LIEN		RECORD LIEN: OLSON, 932 MCPHER	\$74.00



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BENTON COUNTY AUDITOR/WEATHERWISE	P058448	330160 LIEN	251594	RECORD LIEN: GLOVER, 1322	\$74.00
	P058448	330300 LIEN		RECORD LIEN: MCNAIR, 1331 JADW	\$74.00
	P058448	330860 LIEN		RECORD LIEN: PAGE/SUMNER/KENDE	\$74.00
	P058448	331360 LIEN		RECORD LIEN: BERRY, 1612 JOHNS	\$74.00
	P058448	381720 LIEN		RECORD LIEN: WANTZ, 3204 S TWE	\$74.00
	P058448	42440 LIEN		RECORD LIEN: NELSON, 904	\$74.00
	P058448	713400 LIEN		RECORD LIEN: YOKUDA, 455 MAINM	\$74.00
	P058448	721980 LIEN		RECORD LIEN: MANNING, 323	\$74.00
	P058448	73480 LIEN		RECORD LIEN: HIGGINS, 1913	\$74.00
	P058448	752880 LIEN		RECORD LIEN: SMUCKER, 1527	\$74.00
	P058447	753520 RELEASE		RELEASE LIEN: MCELROY, 1424 DE	\$74.00
	P058448	773980 LIEN		RECORD LIEN: CLACK, 2371 MARK;	\$74.00
	P058448	882695 LIEN		RECORD LIEN: TEDESCHI, 94	\$74.00
CHINOOK HEATING & AIR INC		35388	251855	812 COTTONWOOD-REBATE-HP	\$1,000.00
		35711		556 CHEROKEE-REBATE-HP	\$1,000.00
		35741	251608	2404 MARK-REBATE-HP	\$1,000.00
CITY OF RICHLAND		123020	251612	654 COTTONWOOD-REBATE-WIN&HP	\$1,144.88
		143180		1901 KUHN-REBATE-WINDOWS	\$430.00
		721980		323 SPENGLER-REBATE-WINDOWS	\$489.00
		795360	251858	213 PIPER-REBATE-INS/WIN/HP	\$1,000.00
DELTA HEATING & COOLING INC	P058352	25175	251621	WEATHERWISE LOAN: 654 COTTONWO	\$8,036.40
M CAMPBELL & COMPANY INC		144950	251658	236 ROCKWOOD-REBATE-HP	\$1,000.00
ROBERTS CONSTRUCTION INC	P058319	4240	251694	WEATHERWISE LOAN: MANNING, 323	\$5,994.72
	P058220	4247	251964	WEATHERWISE LOAN: JEPSEN, 110	\$6,960.17
ENERGY POLICY MGMT TOTAL ****					\$50,638.92
Division:	506	TECHNICAL SERVICES			
GTP INVESTMENTS LLC	P057396	404572643	251892	BADGER MTN LEASE FOR CITY CELL	\$21.88
	P057396	404572644		BADGER MTN LEASE FOR CITY CELL	\$625.00
STONEWAY ELECTRIC SUPPLY		S102161317.001	251705	OUTBACK JOEY	\$22.47
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$213.50
TECHNICAL SERVICES TOTAL ****					\$882.85
ELECTRIC UTILITY FUND Total ***					\$88,128.97
FUND	402	WATER UTILITY FUND			
Division:	000				
BADGER MOUNTAIN IRRIGATION DISTRICT		3RD QTR 2017	251744	BADGER SOUTH WTR CONNECT FEES	\$4,200.00
C & E TRENCHING LLC		17-01731	251602	MONTHLY RENTAL	(\$30.00)
				WATER USAGE	(\$24.70)
				HYDRANT METER REFUND	\$750.00
CORE & MAIN LP	P058415	H976608	251617	COUP MIP X CTS PACK JNT 1-1/2"	\$333.88



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CORE & MAIN LP	P058415	H976608	251617	COUP MIP X GALV PKJNT, 2"	\$187.27
	P058415			VALVE CORP STOP 1" MIP X CTS	\$327.62
	P058415			VALVE CORP STOP 2" MIP X CTS	\$405.21
	P058415			COUP MIP X CTS QUICK JNT, 1"	\$426.62
	P058415			VALVE CURB STOP, 2 " FIPT	\$822.28
	P058415			VALVE CURB STOP, 1" CTS QUICK	\$1,367.14
	P058415			COUP MIP X CTS PACK JOINT, 2"	\$973.06
	P058415			VALVE CURB STOP, 1-1/4" FIPT,	\$111.85
CR CONTRACTING	P058415	H996000	251757	COUP CTS X GALV PKJNT 1 X 3/4"	\$156.04
		17-02013	251618	HYDRANT METER REFUND	\$750.00
				MONTHLY RENTAL	(\$30.00)
GRANITE CONSTRUCTION		17-01083	251639	HYDRANT METER REFUND	\$750.00
				MONTHLY RENTAL	(\$30.00)
		17-01790		HYDRANT METER REFUND	\$750.00
				MONTHLY RENTAL	(\$30.00)
PERMIT REFUND		2017-002475	251792	622 BERKSHIRE-PERMIT REFUND	\$461.00
POTELCO		17-02150	251948	HYDRANT METER #307 REFUND	(\$30.00)
				HYDRANT METER #307 REFUND	(\$3.80)
				HYDRANT METER #307 REFUND	\$750.00
RAY POLAND & SONS INC		17-02111	251954	HYDRANT METER #349 REFUND	\$750.00
				HYDRANT METER #349 REFUND	(\$7.60)
				HYDRANT METER #349 REFUND	(\$30.00)
VSS INTERNATIONAL, INC		17-01483	251723	MONTHLY RENTAL	(\$30.00)
				HYDRANT METER REFUND	\$750.00
WATTS CONSTRUCTION INC		16-02733	252000	HYDRANT METER #371 REFUND	\$750.00
				HYDRANT METER #371 REFUND	(\$30.00)
UNASSIGNED TOTAL ****					\$15,495.87
Division:	410	WATER CAPITAL PROJECTS			
COLUMBIA ELECTRIC SUPPLY	S017630	5858-796927	251861	0.375MB CTRLR, AB CATALOG	\$1,492.82
	S017630			MOD B W/RMVBL TERM, AB CATALOG	\$44.03
	S017630			8PT 24VDC SNK DIG INPU, AB CAT	\$112.43
	S017630			4 CH ANALOG INPT, AB CATALOG	\$1,147.96
	S017630			16PT ML1100 CONTROL, AB CATALO	\$1,995.46
	S017630			24VDC 4CHNL IPT MOD, AB CATALO	\$473.35
IRZ CONSULTING LLC	P052094	7923	251644	AMENDMENT #3 TO COMPLETE THE	\$309.20
	P052094			AMENDMENT #5 - ADDITIONAL SERV	\$90.80
NATIONAL METER & AUTOMATION	S017589	S1089622.007	251671	FREIGHT	\$80.37
	S017589			3" FIRE HYDRANT METER, ALUMINU	\$2,052.54
PLATT ELECTRIC SUPPLY		O297636	251946	TELEMETRY SWITCH PARTS	\$273.17
PUMPTECH INC	S017617	0121979-IN	251951	KIT CONTROL CABLE WITH PLUG 4-	\$46.92
	S017617			PUMP DIAPHRAGM DOSING MODEL	\$1,449.16



City Of Richland

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From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PUMPTech INC	S017617	0121979-IN	251951	FREIGHT	\$28.95
	S017617	0122030-IN		26 GALLON DOSING TANK STATION	\$562.55
	S017617			FREIGHT	\$19.53
WHITNEY EQUIPMENT COMPANY INC	S017620	84303	252004	AIR RUSH FREIGHT	\$48.00
	S017620			TAX	\$269.01
	S017620			FLYGT REPAIR KIT #601 89 46	\$3,080.00
WATER CAPITAL PROJECTS TOTAL ****					\$13,576.25
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S017653	10/17-934962000	251834	LINEN CHARGES FOR OCTOBER, 201	\$43.44
CITY OF RICHLAND		17-429 MASTERS	251857	17-429 PERFORMANCE BASED TR	\$488.16
		17-450 ANDREWS		17-450 PERFORMANCE BASED TR	\$488.16
		17-451 DESPARTE		17-451 PERFORMANCE BASED TR	\$488.16
DESPARTE, DEVIN		091617	251762	WTPO III APP & EXAM FEES	\$185.00
FASTENAL COMPANY		WARIC70619	251633	NUTS/BOLTS/SCREWS	\$465.67
GTP INVESTMENTS LLC	P057396	404572643	251892	BADGER MTN LEASE FOR CITY CELL	\$18.38
	P057396	404572644		BADGER MTN LEASE FOR CITY CELL	\$525.00
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$40.71
				POSTAGE 10/01/17 TO 10/31/17	\$1.38
SENSKE LAWN & TREE CARE INC		8143604	251699	INTAKE PEST CONTROL-4TH QTR	\$97.69
		8143605		WTP PEST CONTROL-4TH QTR	\$543.00
		8143609		UV PEST CONTROL-4TH QTR	\$97.69
		8143611		HR PS PEST CONTROL-4TH QTR	\$97.69
STEP SAVER INC	P058445	T493360	251704	STOP OFF / RE-DIRECT FEE	\$100.00
	P058445			PTO &/OR DELIVERY	\$347.88
	P058445			BULK, SODIUM CHLORIDE (NACL)	\$1,121.60
	P058445			FREIGHT / SHIPPING CHARGE	\$1,481.25
TACOMA SCREW PRODUCTS INC		22192830	251707	TAPER TAP	\$230.50
VERIZON WIRELESS	P058471	9793026073	251818	Verizon Wireless September Inv	\$77.40
	P058456	9793573239	251721	Verizon Charges September Char	\$219.36
	P058454	9793573241		Verizon Wireless Charges Invoi	\$11.70
VIVID LEARNING SYSTEMS		INV10494	251722	ANNUAL SUBSCRIPTION FOR WORKPL	\$304.08
WATER OPERATIONS TOTAL ****					\$7,473.90
Division:	413	WATER MAINTENANCE			
AQUFLOW		AQI1710251	251833	7/8" BALL CHECK SPARE PART	\$580.96
C & M LANDSCAPING		79186	251848	SOD	\$11.59
FASTENAL COMPANY		WARIC70559	251884	NUT/BOLTS/SCREWS	\$176.76
		WARIC70690		NUTS/BOLTS	\$38.31
GENSCO INC		847440615	251887	CAPACITOR-INTAKE HVAC	\$8.68
HD FOWLER COMPANY INC		C428454	251895	RETURN 1" VALVE STOP & DRAIN	(\$158.44)
		I4664774	251641	1' ANGLE STOPS	\$920.37



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC		I4673842	251895	ANGLE VALVES	\$979.94
KELLEY'S TELE-COMMUNICATIONS INC		276311012017	251651	ANSWERING SRVC CHARGES NOV	\$53.38
NATIONAL METER & AUTOMATION	S017589	S1089622.007	251671	3" COMPOUND METER RETROFIT WIT	\$497.39
OXARC INC		30181895	251939	1/8 EXCALIBUR 10#	\$108.55
		60044685		CYLINDER RENTAL- OCTOBER	\$76.44
PARAMOUNT SUPPLY COMPANY		610728	251941	ASCO REPAIR KITS	\$3,581.35
PRO BUILD COMPANY LLC		1243981	251684	2 X 4'S	\$221.74
		1244830	251949	4X8'S AIR VACS	\$150.53
RICHLAND ACE HARDWARE		58905	251686	PVC NIPPLE/ELBOW	\$11.46
		58911		FASTENERS/SCREWS	\$19.63
		58959		FOGGER	\$10.85
		59028	251959	GALV NIPPLES	\$19.50
		59052		HYDRAULIC OIL/FUNNEL	\$18.14
SENSKE LAWN & TREE CARE INC		8143610	251699	HR INTAKE PEST CONTROL-4TH QTR	\$97.69
STONEWAY ELECTRIC SUPPLY		S102157818.001	251977	400 AREA #4 PUMP PARTS	\$378.28
		S102196761.001		TAP II VAULT PARTS	\$170.62
TACOMA SCREW PRODUCTS INC		22193084	251979	CAP SCREW	\$1.72
		22193520		PIPE PLUG	\$8.15
		22193521		PIPE PLUG	\$8.15
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$10.63
	P058456			Verizon Charges September Char	\$433.78
WA STATE DEPARTMENT OF ECOLOGY		2018/6841	251995	EVERHAM WW OP CERT 2018 RENEWL	\$30.00
WATER MAINTENANCE TOTAL ****					\$8,466.15
WATER UTILITY FUND Total ***					\$45,012.17
FUND 403	WASTEWATER UTILITY FUND				
Division:	421	SEWER CAPITAL PROJECTS			
CENTRAL HOSE & FITTINGS INC		470054	251853	HOSE ADAPTER NOZZLE CL SRY PMP	\$130.59
GRAINGER	S017637	9572447986	251638	PIPE MARKER ITEM #8CYE1	\$78.39
	S017637	9572447994		PIPE MARKER ITEM #9W172	\$24.20
	S017637	9575155099		PIPE MARKER ITEM #8VU45	\$265.14
	S017637	9575566113		PIPE MARKER ITEM #8CPY7	\$41.38
HANCOCK SANDBLAST & PAINT LLC	P058269	1070 FINAL	251771	WWTF PRIMARY PIPING ROOM PAINT	\$6,220.06
	P058269			WWTF DIGESTER WALL REPAIR AND	\$3,104.33
STONEWAY ELECTRIC SUPPLY		S102189626.001	251705	HOFFMAN PNL DGSTR ACTUATR	\$11.49
		S102199133.001	251977	CLAMP & RECEPTACLE DGSTR HTX	\$123.64
TACOMA SCREW PRODUCTS INC		22191391	251979	HARDWARE AERBAS SPRYPMP INSTL	\$101.54
		22193093		ANCHORS & ROD FOR HTX PUMP 1	\$92.99
WHITNEY EQUIPMENT COMPANY INC	P057531	71662	251731	CREDIT ON P057531	(\$181.27)
	P057531	83114/PMT 2		STARTUP AND TRAINING	\$1,629.00
SEWER CAPITAL PROJECTS TOTAL ****					\$11,641.48



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From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 422 SEWER OPERATIONS					
ARAMARK UNIFORM SERVICES INC	S017653	10/17-934962000	251834	LINEN CHARGES FOR OCTOBER, 201	\$109.47
GRAINGER	S017650	9587439218	251891	PAPER TOWEL DISPENSER ITEM #39	\$0.52
GTP INVESTMENTS LLC	P057396	404572643	251892	BADGER MTN LEASE FOR CITY CELL	\$18.36
	P057396	404572644		BADGER MTN LEASE FOR CITY CELL	\$525.00
H & N ELECTRIC		32330	251770	MTR FAN GUARD PMRY GRIT PMP	\$101.29
MOON SECURITY SERVICES INC		897294	251663	WWTP-BASIC MONITORING	\$54.87
NORCO INC		22082196	251672	CAL GAS FOR INFL LEL METER	\$188.53
		22082197		O2 SNSR FOR INFL LEL METER	\$172.75
OXARC INC		60044684	251939	CYLINDER RENTAL- OCTOBER	\$17.90
TACOMA SCREW PRODUCTS INC		22192231	251979	CENTER PULLRAGS HT LAMP BULBS	\$265.96
		22192378		SS BALL VALVE DGSTR BP FEED 2	\$72.38
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$193.99
WA STATE DEPARTMENT OF ECOLOGY		2018/6329	251995	CLAFLIN WW OP CERT 2018 RENEWL	\$30.00
		2018/7677		HIGGINS WW OP CERT 2018 RENEWL	\$30.00
		2018/8162	251724	BILLINGS OPS CERT RENEWAL 2018	\$30.00
		2018/8520	251995	BRUTON WW OP CERT 2018 RENEWL	\$30.00
		2018/8585		DOMINGUEZ WW OP CERT 2018 RNWL	\$30.00
		2018/8662		MORENO WW OP CERT 2018 RENEWL	\$30.00
		2018/P6969		STEWART WW OP CERT 2018 RENEWL	\$30.00
SEWER OPERATIONS TOTAL ****					\$1,931.02
Division: 423 SEWER MAINTENANCE					
HD FOWLER COMPANY INC		I4659989	251895	PIPE CUTTER-WWTP	\$650.25
KAMAN INDUSTRIAL TECHNOLOGIES		U57496	251783	V-BELT	\$14.19
KELLEY'S TELE-COMMUNICATIONS INC		276311012017	251651	ANSWERING SRVC CHARGES NOV	\$53.37
MOON SECURITY SERVICES INC		897294	251663	WWTP-BASIC MONITORING	\$54.87
PLATT ELECTRIC SUPPLY		O245818	251946	CMPRS CONNECTOR & END SEAL KIT	\$10.89
		O257464		GEL-FILLED CMPRS CONNECTORS	\$54.50
RICHLAND ACE HARDWARE		58858	251959	HT LMPS & HT TAPE DGSTR & PTB	\$142.42
		58863		WINDSHIELD WASH VAC #3291	\$3.84
TACOMA SCREW PRODUCTS INC		22191922	251979	FITTINGS/LOBEPRO/SEAL/BELTPRS	\$27.58
		22192230		SAFETY GLASS/EAR PLUGS #3291	\$55.20
VERIZON WIRELESS	P058471	9793026073	251818	Verizon Wireless September Inv	\$77.40
	P058456	9793573239	251721	Verizon Charges September Char	\$56.73
	P058454	9793573241		Verizon Wireless Charges Invoi	\$14.66
SEWER MAINTENANCE TOTAL ****					\$1,215.90
WASTEWATER UTILITY FUND Total ***					\$14,788.40

FUND 404 SOLID WASTE UTILITY FUND

Division: 000



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASTEWORCS REFUND		11243WW	251961	REFUND WW ACCT #11243	\$2,484.76
		11408WW/OCT 2017	251683	REFUND WASTEWORCS/LANDFILL	\$149.60
UNASSIGNED TOTAL ****					\$2,634.36
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P056302	03-40320	251678	LANDFILL CONTAMINATION ASSESSM	\$1,211.62
CAPITAL PROJECTS TOTAL ****					\$1,211.62
Division:	431	SOLID WASTE ADMINISTRATION			
JOYCE ZIKER PARKINSON PLLC		48148	251782	LANDFILL CONTAMINATION-INSURAN	\$3,138.50
		48149		LANDFILL CONTAMINATION-LEGAL	\$698.00
SOLID WASTE ADMINISTRATION TOTAL ****					\$3,836.50
Division:	432	SOLID WASTE COLLECTION			
CHIDESTER, MARK		17-420 CHIDESTER	251751	17-420 ROUTEWARE CONFERENCE	\$136.00
CITY OF RICHLAND			251754	17-420 ROUTEWARE CONFERENCE	\$324.96
GTP INVESTMENTS LLC	P057396	404572643	251892	BADGER MTN LEASE FOR CITY CELL	\$10.94
	P057396	404572644		BADGER MTN LEASE FOR CITY CELL	\$312.50
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$63.48
				POSTAGE 10/01/17 TO 10/31/17	\$12.88
ROUTEWARE INC		98742	251967	ANTENNA ADAPTERS	\$49.97
		98750		MODEMS, I/O CABLES	\$72.01
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$714.82
SOLID WASTE COLLECTION TOTAL ****					\$1,697.56
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S017653	10/17-934962000	251834	LINEN CHARGES FOR OCTOBER, 201	\$173.60
COMPLETE PEST PREVENTION INC		35364	251616	PEST CONTROL SRVCS-OCT	\$171.59
FRONTIER	S017651	11/17 2061882614	251886	FRONTIER COMMUNICATIONS MONTHL	\$125.59
LSC ENVIROMENTAL PRODUCTS LLC	S017635	34339	251921	LANDFILL ALTERNATE DAILY COVER	\$31,765.50
	S017635			DELIVERY	\$1,836.69
PARAMETRIX INC	P057762	03-40319	251678	2017 LANDFILL MONITORING,SAMPL	\$5,841.62
RICHLAND ACE HARDWARE		59001	251959	TORCH KIT/FILM POLY	\$143.33
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$55.08
SOLID WASTE DISPOSAL TOTAL ****					\$40,113.00
SOLID WASTE UTILITY FUND Total ***					\$49,493.04
FUND	405	STORMWATER UTILITY FUND			
Division:	440	STORMWATER CAPITAL PROJECTS			
RICHLAND ACE HARDWARE		59091	251959	U-POST LT DUTY	\$91.09
		59100		DROP CLOTH	\$7.59
STORMWATER CAPITAL PROJECTS TOTAL ****					\$98.68
Division:	441	STORMWATER			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		214276	251959	MARKING FLAGS FOR STORMWATER	\$10.85
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$13.68
STORMWATER TOTAL ****					\$24.53
STORMWATER UTILITY FUND Total ***					\$123.21
FUND 407	MEDICAL SERVICES FUND				
Division:	000				
AMBULANCE REFUND		2016-04585	251937	REFUND: AUTO INS PAID IN FULL	\$519.48
		2016-04645		REFUND: VA PAID CLAIM IN FULL	\$363.31
		2016-04871		REFUND: VA PAID IN FULL	\$349.70
		2017-00196		REFUND: L&I PAID IN FULL	\$359.11
		2017-02420		REFUND: L&I PAID IN FULL	\$368.25
UNASSIGNED TOTAL ****					\$1,959.85
Division:	121	AMBULANCE			
BOUND TREE MEDICAL LLC		82613234	251747	LUCAS STABILIZATION STRAP	\$106.42
		82614657		IV CATH SET/SALINE/ADLT BP CUF	\$1,572.38
		82616271		CURAPLEX PENLIGHT	\$5.99
		82620613		MIDAZOLAM	\$125.37
		82620614		IV CATH SET/CHUX PAD/GLOVES	\$1,440.99
		82620615		GERMICIDAL WIPES	\$37.75
		82626518		SAFETY GLASSES	\$74.15
		82629586		IV CATH/IV SETS/SALINE/GLOVES	\$800.85
		82632497		GLOVES	\$115.00
		82635453		ELECTRODES/SALINE/IV SET	\$1,386.82
		82636987		GERMICIDAL WIPES/SANI HANDS	\$18.11
		82636988		ELECTRODES/LARYNGOSCOPE	\$651.25
		82638614		IV CATHETER/IV SETS/SALINE	\$872.79
		82638615		LORAZEPAM	\$114.22
		82640313		AMIDATE	\$199.90
EAGLE PRINTING & GRAPHIC DESIGN INC	P058307	46071	251625	#72321 5.11 TACTICAL SWEATSHIR	\$3,583.80
	P058307			DIGITIZE NEW TITLE/NAME	\$38.01
	P058307			SCREENS	\$21.72
OXARC INC		30142055	251675	MEDICAL OXYGEN	\$42.12
		30142214		MEDICAL OXYGEN	\$105.92
		30148447		MEDICAL OXYGEN	\$18.82
		30153897		MEDICAL OXYGEN	\$59.33
		30158407		MEDICAL OXYGEN	\$49.88
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$39.27
				POSTAGE 10/01/17 TO 10/31/17	\$77.08
PUBLIC SAFETY TESTING INC		2017-7866	251950	3RD QTR 2017 SUBSCRIPTION FEES	\$128.90



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$35.14
	P058456			Verizon Charges September Char	\$341.77
AMBULANCE TOTAL ****					\$12,063.75
MEDICAL SERVICES FUND Total ***					\$14,023.60
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
BENTON PUD		726	251596	BROADBAND CONTRIBUTION AID	\$21,000.00
BROADBAND ADMINISTRATION TOTAL ****					\$21,000.00
BROADBAND FUND Total ***					\$21,000.00
FUND 501	CENTRAL STORES FUND				
Division:	000				
GRAINGER	P058450	9597279661	251891	HAND SANITIZER, REFILL 1200ML	\$85.16
	P058450			ADJUST FOR TAX	\$0.01
	P058450	95997279653		ADJUST FOR TAX	(\$0.02)
	P058450			BATTERY AA ALKALINE, 24PK	\$161.43
	P058450			KEYRING 1-1/4" DIAMETER,	\$5.59
	P058450			MOP, HEAD, WET MOP, BLENDED	\$145.18
	P058450			CLEANER GLASS, WINDEX, 12 OZ	\$109.69
	P058450			TOWELS, SCRUBS-IN-A-BUCKET	\$335.44
	P058450			CLEANER DEGREASER, CRC LECTRA	\$346.91
	P058450			BATTERY C ALKALINE, 12PK 72/CS	\$36.82
	P058450			PROPANE TORCH, SELF IGNITING	\$462.91
	P058450			BLADE, HACKSAW 12 IN, 24 TPI,	\$16.49
	P058450			CLEANER NEUTRAL FLOOR NO RINSE	\$205.91
	P058450			BATTERY AAA ALKALINE 24/PK,	\$86.10
	P058450			MASK, PARTICULATE AND SURGICAL	\$191.37
HORIZON DISTRIBUTION INC	P058434	109588	251642	SHOVEL, SQUARE POINT, 48"FIBER	\$215.68
	P058434			ICE SCRAPER, WINDSHIELD, LONG	\$210.68
	P058434			ICE REMOVER, WINDSHIELD SPRAY,	\$102.95
	P058434			SHOVEL, ROUND POINT, 48" FIBER	\$107.84
	P058434			SHOVEL, SQUARE POINT, 48" WOOD	\$142.57
	P058434			HAND WARMER, ONE PAIR	\$112.94
	P058434			SHOVEL, ROUND POINT, 48" WOOD	\$71.29
	P058384	0303277	251774	BAG PLASTIC 7.5 GAL 15"X9"X24"	\$1,891.27
INSIGHT DISTRIBUTING INC	P058384			BAG PLASTIC 30 GAL 20"X13"X40"	\$1,797.76
	P058384			BAG PLASTIC 55 GAL 21"X15"X60"	\$7,555.95
OXARC INC	P058356	30172333	251675	SQWINCHER, FASTPACK, LEMONADE	\$225.91
	P058356			SQWINCHER, FASTPACK,FRUITPUNCH	\$451.78



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC	P058356	30172333	251675	SQWINCHER, FASTPACK, GRAPE	\$326.86
UNASSIGNED TOTAL ****					\$15,402.47
CENTRAL STORES FUND Total ***					\$15,402.47
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		3149	251584	TOW CHARGE VEH 3230 WO 48377	\$491.96
		3150		TOW CHARGE VEH 3230 WO 48377	\$868.80
ALTEC INDUSTRIES INC		10841104	251830	SEAL KIT VEH 3313 WO 48470	\$500.10
		10841539		GEAR BOX VEH 3313 WO 48467	\$2,195.17
AMERICAN RADIATOR INC		AA100816	251831	FILTERS VEH 3296 WO 48427	\$385.53
		AA100839		REPAIR VEH 3333 WO 48405	\$121.63
AUTOZONE	P058301	3733072739	251743	FREIGHT	\$1,200.00
	P058301			SALES TAX	\$1,141.55
	P058301			ONE (1) NEW PARTS WASHER 54"L	\$12,073.78
		3733072740	251590	PARTS WASHER FILTER KIT	\$2,796.45
B AND B TRAILERS LLC		2426	251591	JACK VEH 4126 WO 48409	\$101.00
BLUE TARP FINANCIAL INC		38919633	251599	INVERTER VEH 5047 WO 48400	\$545.98
CASCADE FIRE EQUIPMENT CORP DBA		120831	251851	VEH 5036/38/39 WO 48481/82/83	\$468.07
		121332	251605	DOOR SWITCH VEH 5029 WO 47971	\$320.28
CENTRAL HOSE & FITTINGS INC		470916	251607	HYD ASSY VEH 7145 WO 48418	\$266.28
COEUR D'ALENE SERVICE STATION EQUIPMENT INC		0073306	251859	FUEL PUMP REPAIR	\$849.34
COLEMAN OIL COMPANY		0456069-IN	251614	LANDFILL DIESEL DYED	\$3,783.16
		0456071-IN		LANDFILL DIESEL CLEAR	\$1,066.63
		CL35490		CARD LOCK FUEL 10/23-10/29/17	\$15,973.82
		CL35791	251755	CARD LOCK FUEL 10/30-10/31/17	\$5,719.16
CONNELL OIL INC		0197797-IN	251568	SHOP OIL	\$475.38
CUMMINS, INC		009-96958	251865	NUT VEH 3296 WO 48427	\$9.78
		009-96959		BREATHER VEH 5036 WO 48466	\$137.86
DAY WIRELESS SYSTEMS		443685	251619	COAX VEH 1215 WO 48138	\$123.80
		447886	251871	TELESCP BASE VEH 1213 WO 48517	\$271.50
		449250	251870	FACE PLATE VEH 2411 WO 48471	\$62.99
		449440		SPEAKER VEH 2411 WO 48471	\$81.46
DSU PETERBILT & GMC INC		370340L	251876	SWITCH	\$170.99
		371583L		VEH 3333 WO 48405	\$2,759.01
		371922L		GASKET VEH 3296 WO 48427	\$75.85
		CM367515L		RETURNED FENDER SKIRT VEH 3333	(\$242.68)
FAST SIGNS		139-56222	251632	VEH NUMBERS VEH 2370 WO 48324	\$27.15
GENUINE AUTO GLASS OF TRI CITIES LLC		625375	251637	WINDSHIELD VEH 2384 WO 48441	\$158.25
HOTSY OF SPOKANE		23415	251898	475 GAL CARBON-ATE PLUS SOAP	\$2,321.33



City Of Richland

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From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
J & L HYDRAULICS INC		00053446	251645	REPAIR VEH 3313 WO 48464	\$100.18
JIM'S PACIFIC GARAGES INC		X100096611	251646	MUDFLAP VEH 3285 WO 47918	\$28.71
		X100096806		MOTOR ASSY VEH 3255 WO 48328	\$171.65
		X100097437	251905	TANK VEH 3291 WO 48469	\$146.62
		X100097656		HARNESS VEH 3337 WO 48494	\$42.73
KAMAN INDUSTRIAL TECHNOLOGIES		N281915	251649	ACTUATOR VEH 3267 WO 48209	\$442.45
KENWORTH SALES COMPANY		PASCM12024826	251653	CORE CREDIT VEH 3312	(\$489.09)
		PASIN2552576-1		VALVE VEH 3312 WO 48368	\$24.63
		PASIN2552576-2		PUMP VEH 3312 WO 48368	\$919.83
		PASIN2557308		U-JOINT VEH 3320 WO 48420	\$170.51
		PASIN2565376	251913	CLAMP VEH 3296 WO 48427	\$4.28
LOURDES HEALTH WELLNESS		61488	251920	PHYSICAL-DOT-KIMBALL	\$76.00
		61513		PHYSICAL-DOT-MULFORD	\$76.00
MCCURLEY CHEVROLET		452349	251660	WIPER BLADE VEH 2411 WO 48431	\$10.79
		452770		DETAIL VEH 3235 WO 48410	\$285.62
		452804	251925	DETAIL VEH 1376 WO 48417	\$247.55
		933439	251660	HOSE VEH 1211 WO 48367	\$14.39
		933553		LOCK VEH 1107 WO 48399	\$72.71
		933650		BEARINGS VEH 2341 WO 48414	\$156.23
		933663		MOUNT VEH 2341 WO 48414	\$19.95
		933973	251925	FASCIA VEH 2359 WO 48502	\$293.21
		934039		SHOP SUPPLY	\$9.64
		934071		LAMPS VEH 2343 WO 48470	\$231.36
MOBILE FLEET SERVICE INC		1272920012	251930	WEATHERSTRIP VEH 3230 WO 48474	\$38.24
		1272930036		VENT VEH 3212 WO 47693	\$34.08
		1273050037		VENT VEH 3212 WO 47693	\$34.39
MONARCH MACHINE & TOOL CO INC		A192911	251931	WELD REPAIR VEH 7109 WO 48518	\$76.02
		F192811		ORGANIZER VEH 9500 WO 48475	\$8,913.89
MPH INDUSTRIES INC		6002143	251666	BRACKET VEH 9500 WO 48465	\$120.35
OXARC INC		60044687	251939	SHOP SUPPLY	\$158.47
PAPE' MATERIAL HANDLING		10694695	251940	FILTERS VEH 7147 WO 47630	\$88.68
		10696682		HOSE FITTING VEH 7119 WO 48498	\$121.14
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$3.80
RDO EQUIPMENT CO		P57856	251685	TIRE VEH 6565 WO 48199	\$293.20
		P57857		TOGGLE VEH 7117 WO 48422	\$51.62
		P57889		RETURN VEH 6565	(\$213.76)
RICHLAND NAPA		395057	251687	FILTER VEH 7141 WO 47974	\$396.59
		396993		FILTER VEH 2455 WO 48070	\$31.75
		396994		FILTER VEH 3142 WO 48071	\$145.90
		397002		FILTER VEH 3328 WO 48073	\$31.75
		397018		FILTER VEH 3306 WO 48077	\$31.98



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		397039	251687	CIRCUIT VEH 3339 WO 48044	\$16.14
		397162		FLTER VEH 6579 WO 48111	\$32.58
		397247		JUNC BOX VEH 6522 WO 48136	\$36.92
		397277		PLUG VEH 6522 WO 48136	\$38.03
		397282		BULB VEH 2409 WO 48173	\$14.53
		397410		COMPOUND VEH 5031 WO 47762	\$17.19
		397427		BLADES VEH CREDIT WO CREDIT	(\$50.26)
		397500		BRK CLN VEH 3311 WO 48148	\$18.90
		397504		MISC VEH SHOP WO SUPPLIES	\$134.06
		397506		PADS VEH SHOP WO SUPPLIES	\$92.34
		397507		TOWELS VEH SHOP WO SUPPLIES	\$41.79
		397536		JOINTS VEH 3336 WO 48207	\$51.54
		397537		FILTER VEH 7145 WO 48188	\$122.37
		397567		LED VEH 7152 WO 48204	\$49.95
		397569		PINTLE VEH 2434 WO 48268	\$165.05
		397590		FILTERS VEH CREDIT WO CREDI	(\$96.17)
		397619		TAPE VEH 3283 WO 48186	\$22.57
		397622		RELAY VEH 3283 WO 48186	\$16.99
		397718		FILTER VEH 2416 WO 48211	\$16.55
		397721		SUPER VEH 9500 WO 48205	\$4.19
		397736		PAINT VEH 3255 WO 47694	\$11.70
		397859		FILTER VEH 2441 WO 48234	\$24.77
		397863		BATTERY VEH 2417 WO 48202	\$118.79
		397864		BATTERY VEH 2441 WO 48234	\$118.79
		397919		BATTERY VEH 2401 WO 48236	\$138.33
		397925		BELT VEH 3247 WO 48266	\$15.73
		397926		CORE VEH CREDIT WO	(\$19.55)
		398003		FILTER VEH 2398 WO 48259	\$16.43
		398012		BRAKES VEH 3302 WO 48263	\$388.84
		398014		HARNESS VEH 3302 WO 48263	\$20.42
		398019		GASKET SET VEH 2411 WO 4826	\$56.04
		398038		EPG VEH 2411 WO 48265	\$4.88
		398040		SPRAY VEH 5042 WO 48299	\$18.95
		398052		BULB VEH CREDIT WO CREDIT	(\$31.99)
		398055		LAMP VEH 6410 WO 48282	\$8.72
		398056		LIGHT VEH 3213 WO 48255	\$9.69
		398081		PULLEY VEH 2411 WO 48265	\$89.23
		398085		HANDLE VEH 2290 WO 48206	\$31.75
		398104		BRK CLN VEH 5041 WO 48246	\$37.79
		398223		SEALANT VEH 5033 WO 48251	\$15.27
		398225		LENS VEH 6459 WO 48354	\$1.60



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From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		398229	251687	CONN VEH 7117 WO 48317	\$21.26
		398230		FILTER VEH 6459 WO 46955	\$10.62
		398251		FLOOR DRY VEH 6000 WO 48350	\$18.31
		398252		WIRE VEH 2469 WO 47505	\$86.88
		398259		PLUG VEH 7117 WO 48317	\$11.39
		398298		SCOTSEAL VEH 7152 WO 48318	\$65.11
		398301		FILTER VEH 5033 WO 48251	\$13.97
		398330		BELT VEH 3212 WO 47693	\$69.09
		398331		FILTER VEH 2442 WO 48325	\$20.37
		398334		BRK CLN VEH 3337 WO 48168	\$37.79
		398370		BRK CLN VEH 3335 WO 48256	\$102.15
		398376		BELT VEH 6594 WO 48212	\$24.15
		398414		BATTERY VEH 6594 WO 48212	\$107.81
		398443		BELT/TENS VEH 5038 WO 48340	\$228.68
		398477		LIGHT VEH 3212 WO 47693	\$19.37
		398545		FILTER VEH 3204 WO 48093	\$9.52
		398546		FILTER VEH 2470 WO 48361	\$12.92
		398569		RIVETS VEH 3204 WO 48357	\$14.53
		398611		LIGHT VEH 3404 WO 48273	\$6.60
		398728		LAMP VEH 3301 WO 48386	\$318.12
		398746		PEN OIL VEH 3342 WO 48392	\$101.56
		398772		BULB VEH 3301 WO 48386	\$53.21
		398790		GROMMET VEH 5033 WO 48251	\$15.20
		398791		LAMP VEH 5033 WO 48251	\$25.89
		398864		HUB CAP VEH 3333 WO 48405	\$84.69
		398865		FILTER VEH 5042 WO 48380	\$66.68
		398874		PIN HOOK VEH 3327 WO 48408	\$92.17
		398875		NOZZLE VEH 3267 WO 48358	\$36.21
		398900		FILTER VEH 2444 WO 48416	\$20.37
		398902		FILTER VEH 2341 WO 48415	\$17.38
		398906		BULB VEH 3301 WO 48386	\$20.23
		398923		POST VEH 4126 WO 48409	\$84.26
		398929		BRK CLN VEH 3322 WO 47961	\$18.90
		398931		FILTER VEH 3320 WO 48421	\$146.58
		398956		BLADES VEH 2444 WO 48413	\$21.70
		398957		OIL VEH 2341 WO 48414	\$43.85
		398960		FILTER VEH 7113 WO 48438	\$112.23
		398964		FILTER VEH 3312 WO 48428	\$71.75
		398966		FILTER VEH 3337 WO 48437	\$149.28
		398967		FILTER VEH 3330 WO 48443	\$95.38
		398968		FILTER VEH 3311 WO 48431	\$125.60



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		398990	251687	FILTER VEH 3294 WO 48436	\$12.52
		398992		FILTER VEH 3218 WO 48435	\$12.93
		399017		TRL CON VEH 4130 WO 48426	\$16.80
		399018		WIPER VEH 2393 WO 47856	\$22.78
		399020		NUT VEH 3320 WO 48420	\$42.61
		399044		FILTER VEH 3330 WO 48443	\$20.56
RIVER CITY TOWING INC		15913	251962	TOW CHARGE VEH 2428 WO 48519	\$250.87
RWC INTERNATIONAL LTD		39736Y	251696	INSULATOR VEH 5042 WO 48380	\$426.68
		39782Y		BELT VEH 5042 WO 48380	\$92.05
SHERMAN & REILLY INC		26060	251973	REGULATOR VEH 6543 WO 48512	\$375.92
SNAP ON INDUSTRIAL		ARV/33395069	251701	SHOP TOOL	\$209.79
SOLID WASTE SYSTEMS INC		0100209-IN	251702	BROOM SPRING VEH 7146 WO 48385	\$77.82
THERMO KING NORTHWEST, INC DBA		2395328	251708	GRINDER VEH 7136 WO 48419	\$1,310.20
TIRE FACTORY INC		01-141074	251984	SVC CALL VEH 7144 WO 48491	\$579.99
		03-125470	251709	FLAT REPAIR VEH 6594 WO 48412	\$16.56
		03-125800	251984	REPAIR VEH 3312 WO 48486	\$145.33
		03-125858	251709	TIRES VEH 3315 WO 48445	\$1,408.07
		03-125859		TIRES VEH 3283 WO 48446	\$1,246.77
		03-125887		TPMS SENSOR VEH 1211 WO 48447	\$54.79
		03-125901		TIRES VEH 2341 WO 48448	\$358.44
		03-125944		TIRES VEH 2398 WO 48451	\$1,132.89
		03-125974		TIRE VEH 6588 WO 48384	\$174.48
		03-126013		FLAT REPAIR VEH 3280 WO 48449	\$49.96
		03-126014		WHEEL SWITCH VEH 3244 WO 48450	\$347.52
		03-126015		FLAT REPAIR VEH 3315 WO 48445	\$49.96
		03-126071	251984	BUSHING VEH 3330 WO 48511	\$305.44
		03-126072		LT TRUCK RPR VEH 2385 WO 48488	\$22.75
		03-126073		LT TRUCK RPR VEH 3404 WO 48487	\$22.75
		03-126085		FLAT REPAIR VEH 3333 WO 48490	\$99.91
		03-126086		FLAT REPAIR VEH 3320 WO 48489	\$49.96
		03-126087		TIRES VEH 3332 WO 48484	\$1,033.29
		03-126088		WHEEL SWITCH VEH 7152 WO 48485	\$43.44
		03-126093		SVC CALL VEH 6000 WO 48480	\$171.05
		03-126096		FLAT REPAIR VEH 4142 WO 48510	\$21.67
		03-126120		SVC CALL VEH 2454 WO 48509	\$112.89
TITAN TRUCK EQUIPMENT		1175585	251710	UP-FIT VEH 2471 WO 48460	\$355.84
		1175586		UP-FIT VEH 1215 WO 48457	\$710.23
		1175587		UP-FIT VEH 2469 WO 48454	\$710.23
		1175588		UP-FIT VEH 2468 WO 48456	\$710.23
		1175589		UP-DIT VEH 2470 WO 48455	\$710.23
		1175592		UP-FIT VEH 1214 WO 48458	\$710.23



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From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TITAN TRUCK EQUIPMENT		1175594	251710	UP-FIT VEH 1212 WO 48459	\$710.23
		1180149/1186846		UP-FIT VEH 2472 WO 48461	\$2,017.56
TOM DENCHEL FORD		57192	251711	FILTER VEH 2458 WO 48080	\$41.44
		57200		BRAKES VEH 3322 WO 47961	\$93.27
		57217		WTHRSTRP VEH 3330 WO 48444	\$164.47
		57226		SHOP TOOL	\$1,149.87
		57260	251986	SHOP SUPPLY	\$44.87
		F1CS324529	251711	EXHAUST VEH 2446 WO 48432	\$602.91
		F1CS324547		DIAG VEH 2469 WO 48433	\$221.67
TRI CITIES BATTERY & AUTO REPAIR		120820	251813	BATTERY VEH 2398 WO 48473	\$260.26
TRUCKPRO HOLDING CORPORATION		06 252699	251716	CABLE VEH 3204 WO 48357	\$144.44
		06 252786		CABLE VEH 5042 WO 48380	\$257.58
US LINEN & UNIFORM		2044264	251816	CARD LOCK FUEL 10/23-10/29/17	\$80.82
		2047937		UNIFORM SERVICES	\$80.82
		2051624		UNIFORM SERVICES	\$80.82
		2055278		UNIFORM SERVICES	\$80.82
		S2044059		UNIFORM SERVICES	\$13.03
VERIZON WIRELESS	P058456	9793573239	251721	Verizon Charges September Char	\$246.81
	P058456			Verizon Charges September Char	\$38.68
	P058456			Verizon Charges September Char	\$616.08
WESTERN STATES EQUIPMENT COMPANY		IN000478724	251728	WIPER BLADE VEH 7104 WO 48348	\$23.46
		IN000480762		A/C VEH 7138 WO 48401	\$293.22
		IN000481327		SOCKET VEH 3333 WO 47815	\$14.07
		IN000482578	252003	COUPLING VEH 3312 WO 48327	\$100.17
		IN000483056		TROUBLESHOOT VEH 6575 WO 48515	\$342.69
		IN000483620		DUPLICATE ORDER VEH 3312	\$5.02
		IN000485071		PUMP VEH 3312 DUPLICATE ORDER	\$1,018.18
		IN000485847	251728	GENERATOR VEH 6607 WO 48429	\$584.49
		IN000487179	252003	REPAIRS VEH 6608 WO 48434	\$12,244.27
WESTERN SYSTEMS & FABRICATION INC		20894	251729	PRESS SWTCH VEH 3311 WO 48423	\$319.94
		20989		BELT ASSY VEH 3285 WO 47811	\$262.01

EQUIPMENT MAINTENANCE TOTAL ****

\$111,519.00

EQUIPMENT MAINTENANCE FUND Total ***

\$111,519.00

FUND 503

EQUIPMENT REPLACEMENT FUND

Division:

215

EQUIPMENT REPLACEMENT

TITAN TRUCK EQUIPMENT	P057611	1167432	251985	UP-FIT POLICE CAPTAIN FORD INT	\$10,610.00
	P057611			SALES TAX	\$915.24
	P057609	1167449		UP-FIT POLICE FORD INT/SEDAN R	\$6,149.00
	P057609			SALES TAX	\$530.91
	P057616	1167506		UP-FIT FIRE DEPARTMENT FORD	\$9,391.50



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TITAN TRUCK EQUIPMENT	P057616	1167506	251985	SALES TAX	\$709.58
	P057606	1168108		SALES TAX	\$943.04
	P057606			UP-FIT POLICE FORD INT/SUV UN-	\$10,929.00
	P057605	1168326		UP-FIT POLICE FORD INT/SUV HUG	\$12,362.58
	P057605			SALES TAX @ 8.7%	\$1,066.33
	P057607	1168352		UP-FIT POLICE FORD INT/SUV HUG	\$12,362.58
	P057607			SALES TAX	\$1,066.33
	P057608	1168353		SALES TAX	\$1,066.33
	P057608			UP-FIT POLICE FORD INT/SUV HUG	\$12,362.58
	P057615	1168359		SALES TAX	\$1,066.33
	P057615			UP-FIT POLICE FORD INT/SUV HUG	\$12,362.58
EQUIPMENT REPLACEMENT TOTAL ****					\$93,893.91
EQUIPMENT REPLACEMENT FUND Total ***					\$93,893.91
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
PERFECT IMAGE		8498	251679	PHOTOS/SLIDES TO CD/DVD	\$228.87
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$10.96
				POSTAGE 10/01/17 TO 10/31/17	\$2.94
				POSTAGE 10/01/17 TO 10/31/17	\$15.51
				POSTAGE 10/01/17 TO 10/31/17	\$15.51
VERIZON WIRELESS	P058471	9793026073	251818	Verizon Wireless September Inv	\$77.40
	P058454	9793573241	251721	Verizon Wireless Charges Invoi	\$8.57
PW ADMIN & ENGINEERING TOTAL ****					\$344.25
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$344.25
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
CONOVER INSURANCE INC		1223806	251756	POLICY EWC008827 10/16-17AUDIT	\$1,885.00
DEPARTMENT OF LABOR & INDUSTRIES		3RD QTR 2017 SELF	251622	3RD QTR 2017 SELF INSURANCE	\$38,355.88
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$40,240.88
WORKERS COMPENSATION FUND Total ***					\$40,240.88
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2212398	251856	NOVEMBER 2017 ASO CHARGES	\$15,231.65
MAGELLAN BEHAVIORAL HEALTH		NOV 2017	251659	EAP PREMIUMS-NOVEMBER	\$710.73
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$15,942.38
HEALTH CARE/BENEFITS PLAN Total ***					\$15,942.38



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 521		UNEMPLOYMENT FUND			
Division:	223	UNEMPLOYMENT COMPENSATION			
STATE OF WASHINGTON		3RDQTR2017	251629	3RD QTR 2017 UNEMPLOYMENT	\$24,992.11
UNEMPLOYMENT COMPENSATION TOTAL ****					\$24,992.11
UNEMPLOYMENT FUND Total ***					\$24,992.11
FUND 522		POST EMP HEALTHCARE PLAN			
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2212398	251856	NOVEMBER 2017 ASO CHARGES	\$1,205.40
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$1,205.40
POST EMP HEALTHCARE PLAN Total ***					\$1,205.40
FUND 611		FIREMAN'S PENSION			
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		NOVEMBER 2017	251592	MEDICARE PREMIUM/BAKER	\$108.00
BOWLS, DAVID			251601	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			251603	MEDICARE PREMIUM/CANFIELD	\$107.00
CARRICK, HENRY			251604	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M			251613	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY			251624	MEDICARE PREMIUM/DOWNS	\$134.00
ELIASON, CURTIS			251627	MEDICARE PREMIUM/ELIASON	\$109.00
ESTY, RAYMOND J			251631	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY			251634	MEDICARE PREMIUM/FERRIANS	\$109.00
HOUCHIN, EARL			251643	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E			251647	MEDICARE PREMIUM/JOHNSON	\$105.00
JONES, HAROLD			251648	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D			251654	MEDICARE PREMIUM/KEYS	\$134.00
LAHTI, ROGER P			251655	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L			251662	MEDICARE PREMIUM/MITCHELL	\$107.00
MURRAY, DAVID			251667	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A			251670	MEDICARE PREMIUM/MYERS	\$107.00
OWEN, MICHAEL			251674	MEDICARE PREMIUM/OWEN	\$104.90
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$0.46
POLLARD, JAMES		NOVEMBER 2017	251681	MEDICARE PREMIUM/POLLARD	\$104.90
RONEY, LARRY			251695	MEDICARE PREMIUM/RONEY	\$106.00
SIEMENS, DONALD			251700	MEDICARE PREMIUM/SIEMENS	\$107.00
WEST, ROYAL			251727	MEDICARE PREMIUM/WEST	\$106.00
WILLIAMSON, CRAIG E			251732	MEDICARE PREMIUM/WILLIAMSON	\$105.00
FIRE PENSION TOTAL ****					\$2,493.46



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From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FIREMAN'S PENSION Total ***					\$2,493.46
FUND 612		POLICEMEN'S PENSION			
Division:	217	POLICE PENSION			
ANDERS, PETER		OCTOBER 2017	251560	MEDICARE PREMIUM/ANDERS	\$107.00
BATES, LAURIE VERN JR			251561	MEDICARE PREMIUM/BATES	\$108.00
BEDEN, LARRY			251562	MEDICARE PREMIUM/BEDEN	\$108.00
BRUNSON, DALE A			251563	MEDICARE PREMIUM/BRUNSON	\$106.00
BUSH, LEE			251564	MEDICARE PREMIUM/BUSH	\$106.00
CITY OF RICHLAND		17-472 HOPKINS	251754	17-472 AWC LEOFF 1 TRAINING	\$507.37
CLEAVENGER, MICHAEL		OCTOBER 2017	251565	MEDICARE PREMIUM/CLEAVENGER	\$134.00
CLEAVENGER, WILL J			251566	MEDICARE PREMIUM/CLEAVENGER	\$107.00
CLEMENTS, JOHN M			251567	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY			251569	MEDICARE PREMIUM/COUCH	\$108.00
DEMYER, JAMES J			251570	MEDICARE PREMIUM/DEMYER	\$112.00
DRIVER, DOUGLAS D			251571	MEDICARE PREMIUM/DRIVER	\$125.00
DUCHEMIN, ROGER			251572	MEDICARE PREMIUM/DUCHEMIN	\$107.00
GANLEY, JOHN M			251573	MEDICARE PREMIUM/GANLEY	\$107.00
HIGGINS, FRED C			251574	MEDICARE PREMIUM/HIGGINS	\$106.00
LARSON, SCOTT K			251575	MEDICARE PREMIUM/LARSON	\$125.00
LEWIS, DAVID L			251576	MEDICARE PREMIUM/LEWIS	\$105.80
MOORE, ROBERT			251577	MEDICARE PREMIUM/MOORE	\$106.00
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$3.70
SPARKS, DAVID W		OCTOBER 2017	251578	MEDICARE PREMIUM/SPARKS	\$107.00
TAYLOR, RANDAL L			251579	MEDICARE PREMIUM/TAYLOR	\$134.00
THOMAS, GERALD D			251580	MEDICARE PREMIUM/THOMAS	\$107.00
TURNER, ROY			251581	MEDICARE PREMIUM/TURNER	\$108.00
WILMOTH, ROD			251582	MEDICARE PREMIUM/WILMOTH	\$108.00
ZIMMERMAN, GERALD			251583	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$3,062.67
POLICEMEN'S PENSION Total ***					\$3,062.67
FUND 641		SOUTHEAST COMMUNICATIONS CTR			
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		10/17 03030107210	251837	FAX LINES 09/21-10/22/17	\$42.88
CITY OF RICHLAND		17-411 HAMILTON	251857	17-411 ACCIS FALL 2017 CONF	\$707.73
EMPLOYMENT SCREENING SERVICES, INC		38627241194	251879	BACKGROUND/REFERENCE CHECKS	\$38.00
FRONTIER		11/17 2061881060	251635	GENERAL 10/19-11/18/17	\$205.27
HAMILTON, CRAIG		17-411 HAMILTON	251893	17-411 ACCIS FALL 2017 CONF	\$58.54
MOON, TAE-IM PHD		101617	251664	PSYCH EVALUATION-HART	\$800.00



City Of Richland

VL-1 Voucher Listing

From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOTOROLA SOLUTIONS INC	P058389	41242166	251665	NICE TELEPHONY EXPANSION PROJE	\$13,948.50
POCKETINET COMMUNICATIONS INC		214650	251947	WIRELESS TRNSPRT/INTERNET-DEC	\$268.28
SPRAGUE PEST SOLUTIONS		3318561	251975	OCTOBER 2017 MONTHLY SERVICE	\$44.21
VANGUARD CLEANING SYSTEM OF INLAND NW		72985	251719	BCES JANITORIAL SRVCS-NOV	\$375.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$16,488.41
Division:	601	E911 OPERATIONS			
CITY OF RICHLAND		17-459 PROVENCHER	251754	17-459 WAPRO TRAINING	\$128.00
EMPLOYMENT SCREENING SERVICES, INC		38627241194	251879	BACKGROUND/REFERENCE CHECKS	\$38.00
ENTERPRISE RENT A CAR		15286387	251881	17-431 LETTRICK CAR RENTAL	\$155.77
				17-459 PROVENCHER CAR RENTAL	\$122.55
POCKETINET COMMUNICATIONS INC		214650	251947	WIRELESS TRNSPRT/INTERNET-DEC	\$268.27
E911 OPERATIONS TOTAL ****					\$712.59
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC		101717	251589	HVAC MAINTENANCE 6/1/17	\$1,430.40
MID COLUMBIA CONSTRUCTION INC DBA		1064809	251661	WINTERIZE SPRINKLER SYSTEM	\$42.90
MOON SECURITY SERVICES INC		899137	251663	FIRE ALARM TESTING FILING FEE	\$50.00
OXARC INC		30175347	251675	FIRE EXT SERVICE ANNUAL MAINT	\$72.06
SECOMM AGENCY TOTAL ****					\$1,595.36
SOUTHEAST COMMUNICATIONS CTR Total ***					\$18,796.36
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
BENTON PUD		10/17-14900001	251842	UTILITY SRVCS 9/27-10/27	\$580.74
800 MHZ TOTAL ****					\$580.74
800 MHZ PROJECT Total ***					\$580.74
FUND	643	EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
POCKETINET COMMUNICATIONS INC		214650	251947	WIRELESS TRNSPRT/INTERNET-DEC	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		72985	251719	BCES JANITORIAL SRVCS-NOV	\$62.50
STATE / LOCAL ASSISTANCE TOTAL ****					\$119.99
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
POCKETINET COMMUNICATIONS INC		214650	251947	WIRELESS TRNSPRT/INTERNET-DEC	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		72985	251719	BCES JANITORIAL SRVCS-NOV	\$62.50
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$119.99
Division:	622	DOE EMERGENCY PREPAREDNESS			
CITY OF RICHLAND		17-395 BLACKMARR	251754	17-395 PIO TRAINING	\$141.00
POCKETINET COMMUNICATIONS INC		214650	251947	WIRELESS TRNSPRT/INTERNET-DEC	\$57.48
VANGUARD CLEANING SYSTEM OF INLAND NW		72985	251719	BCES JANITORIAL SRVCS-NOV	\$62.50



City Of Richland

VL-1 Voucher Listing

From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DOE EMERGENCY PREPAREDNESS TOTAL****					\$260.98
Division: 623 JURISDICTION					
APOLLO SHEET METAL INC		101717	251589	HVAC MAINTENANCE 6/1/17	\$1,430.40
AT&T LONG DISTANCE		10/17 03030107210	251837	FAX LINES 09/21-10/22/17	\$42.87
MID COLUMBIA CONSTRUCTION INC DBA		1064809	251661	WINTERIZE SPRINKLER SYSTEM	\$42.89
MOON SECURITY SERVICES INC		899137	251663	FIRE ALARM TESTING FILING FEE	\$50.00
OXARC INC		30175347	251675	FIRE EXT SERVICE ANNUAL MAINT	\$72.05
PITNEY BOWES PURCHASE POWER		1017/14823173	251804	POSTAGE 10/01/17 TO 10/31/17	\$562.90
				POSTAGE 10/01/17 TO 10/31/17	\$1.19
POCKETINET COMMUNICATIONS INC		214650	251947	WIRELESS TRNSPRT/INTERNET-DEC	\$57.49
SPRAGUE PEST SOLUTIONS		3318561	251975	OCTOBER 2017 MONTHLY SERVICE	\$44.20
VANGUARD CLEANING SYSTEM OF INLAND NW		72985	251719	BCES JANITORIAL SRVCS-NOV	\$62.50
JURISDICTION TOTAL ****					\$2,366.49
EMERGENCY MANAGEMENT Total ***					\$2,867.45
FUND 803 UTILITY BILL CLEARING FUND					
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14475	251759	Customer Refund	\$103.91
				CUSTOMER REFUND	\$3.66
		CISPAY14476	251785	Customer Refund	\$98.24
				CUSTOMER REFUND	\$152.21
		CISPAY14477	251821	Customer Refund	\$67.79
		CISPAY14478	251765	Customer Refund	\$81.92
		CISPAY14479	251781	Customer Refund	\$3.52
		CISPAY14480	251819	Customer Refund	\$18.89
		CISPAY14481	251790	Customer Refund	\$102.66
		CISPAY14482	251797	Customer Refund	\$512.09
		CISPAY14483	251778	Customer Refund	\$97.50
		CISPAY14484	251807	Customer Refund	\$14.63
		CISPAY14485	251789	Customer Refund	\$84.31
		CISPAY14486	251780	Customer Refund	\$55.84
		CISPAY14487	251788	Customer Refund	\$0.76
		CISPAY14488	251777	Customer Refund	\$79.63
		CISPAY14489	251766	Customer Refund	\$28.64
		CISPAY14490	251810	Customer Refund	\$78.74
		CISPAY14491	251739	Customer Refund	\$19.23
		CISPAY14492	251823	Customer Refund	\$53.02
		CISPAY14493	251786	Customer Refund	\$66.64
		CISPAY14494	251779	Customer Refund	\$76.31
		CISPAY14495	251750	Customer Refund	\$173.26



City Of Richland

VL-1 Voucher Listing

From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14496	251784	Customer Refund	\$118.54
		CISPAY14497	251803	Customer Refund	\$87.61
		CISPAY14498	251800	Customer Refund	\$65.90
		CISPAY14499	251758	Customer Refund	\$121.40
		CISPAY14500	251802	Customer Refund	\$178.78
		CISPAY14501	251906	Customer Refund	\$125.85
		CISPAY14502	251934	Customer Refund	\$409.67
		CISPAY14503	251843	Customer Refund	\$5,131.22
		CISPAY14504	251971	Customer Refund	\$48.79
		CISPAY14505	251875	Customer Refund	\$140.35
		CISPAY14506	251901	Customer Refund	\$29.78
		CISPAY14507	251963	Customer Refund	\$102.00
		CISPAY14508	251966	Customer Refund	\$77.33
		CISPAY14509	251824	Customer Refund	\$159.64
		CISPAY14510	251888	Customer Refund	\$106.66
				Customer Refund	\$464.15
				Customer Refund	\$926.74
		CISPAY14511	251991	Customer Refund	\$19.31
		CISPAY14512	251900	Customer Refund	\$33.37
		CISPAY14513	251829	Customer Refund	\$174.21
		CISPAY14514	251981	Customer Refund	\$57.36
		CISPAY14515	251978	Customer Refund	\$168.38
		CISPAY14516	251943	Customer Refund	\$5.35
		CISPAY14517	251958	Customer Refund	\$0.13
		CISPAY14518	251997	Customer Refund	\$17.18
		CISPAY14519	252002	Customer Refund	\$7.34
				Customer Refund	\$29.29
				Customer Refund	\$36.40
		CISPAY14520	252001	Customer Refund	\$23.20
				Customer Refund	\$447.72
		CISPAY14521	251915	Customer Refund	\$4.48
		CISPAY14522	251902	Customer Refund	\$99.06
		CISPAY14523	251912	Customer Refund	\$116.77
		CISPAY14524	251968	Customer Refund	\$46.65
		CISPAY14525	251849	Customer Refund	\$7.45
		CISPAY14526	251874	Customer Refund	\$73.53
		CISPAY14527	251910	Customer Refund	\$103.40
		CISPAY14528	251904	Customer Refund	\$21.59
		CISPAY14529	251957	Customer Refund	\$61.49
		CISPAY14530	251885	Customer Refund	\$22.28



City Of Richland

VL-1 Voucher Listing

From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14531	251970	Customer Refund	\$76.55
		CISPAY14532	251846	Customer Refund	\$24.23
		CISPAY14533	251836	Customer Refund	\$18.36
		CISPAY14534	251933	Customer Refund	\$208.93
		CISPAY14535	251869	Customer Refund	\$54.59
		CISPAY14536	251936	Customer Refund	\$150.35
		CISPAY14537	251972	Customer Refund	\$23.15
		CISPAY14538	251868	Customer Refund	\$47.54
		CISPAY14539	251942	Customer Refund	\$79.85
		CISPAY14540	251864	Customer Refund	\$58.09
		CISPAY14541	251882	Customer Refund	\$52.05
		CISPAY14542	251929	Customer Refund	\$98.84
		CISPAY14543	251847	Customer Refund	\$115.50
		CISPAY14544	251899	Customer Refund	\$57.08
		CISPAY14545	251956	Customer Refund	\$131.18
		CISPAY14546	251935	Customer Refund	\$37.68
		CISPAY14547	251923	Customer Refund	\$92.31
		CISPAY14548	251926	Customer Refund	\$55.26
		CISPAY14549	251854	Customer Refund	\$51.11
		CISPAY14550	251911	Customer Refund	\$37.80
		CISPAY14551	251969	Customer Refund	\$79.14
		CISPAY14552	251987	Customer Refund	\$49.33
		CISPAY14553	251974	Customer Refund	\$10.41
		CISPAY14554	251919	Customer Refund	\$86.72
		CISPAY14555	251924	Customer Refund	\$112.29
		CISPAY14556	251872	Customer Refund	\$124.50
		CISPAY14557	251952	Customer Refund	\$40.45
		CISPAY14558	251980	Customer Refund	\$71.32
		CISPAY14559	251909	Customer Refund	\$50.34
		CISPAY14560	251918	Customer Refund	\$45.42
		CISPAY14561	251866	Customer Refund	\$53.77
		CISPAY14562	251953	Customer Refund	\$29.94
		CISPAY14563	251916	Customer Refund	\$104.04
		CISPAY14564	251827	Customer Refund	\$135.21
		CISPAY14565	251877	Customer Refund	\$124.98
		CISPAY14566	252006	Customer Refund	\$73.64
		CISPAY14567	251927	Customer Refund	\$103.36
		CISPAY14568	251903	Customer Refund	\$13.71
		CISPAY14569	251894	Customer Refund	\$66.77
		CISPAY14570	251908	Customer Refund	\$128.56



City Of Richland

VL-1 Voucher Listing

From: 10/30/2017 To: 11/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14571	251983	Customer Refund	\$335.75
		CISPAY14572	252008	Customer Refund	\$124.20
		CISPAY14573	251988	Customer Refund	\$101.29
		CISPAY14574	251944	CUSTOMER REFUND	\$132.81
UNASSIGNED TOTAL ****					\$15,512.15
UTILITY BILL CLEARING FUND Total ***					\$15,512.15



City Of Richland

VL-1 Voucher Listing

From: 10/30/2017 To: 11/10/2017

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

\$1,864,478.71

Number of Invoices

Amount

Vouchers In Richland	211	\$104,924.07
Vouchers In Tri Cities	112	\$581,336.15
Vouchers In WA	252	\$869,008.14
Vouchers Outside WA	547	\$309,210.35
Vouchers Final Total.....	1122	\$1,864,478.71

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$90,947.36	4.88%
3	SUPPLIES	\$191,417.84	10.27%
4	OTHER SERVICES & CHARGES	\$531,621.41	28.51%
5	INTERGOVERNMENTAL SERVICES	\$61,420.73	3.29%
6	CAPITAL PROJECTS	\$764,654.03	41.01%
	MACHINERY & EQUIPMENT	\$138,219.87	7.41%
	REFUNDS	\$15,512.15	0.83%
9	INTERFUND SERVICES	\$7,253.30	0.39%
	INVENTORY PURCHASES	\$63,432.02	3.4%
	Total	\$1,864,478.71	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Items of Business

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 206-17, Authorizing a Master Resource Agreement with Northwest Intergovernmental Energy Supply to Enable Power Market Purchases

Department:
Energy Services

Ordinance/Resolution Number:
206-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 206-17, authorizing the City Manager to sign and execute a Master Resource Agreement with Northwest Intergovernmental Energy Supply to Enable Power Market Purchases.

Summary:

Richland Energy Services (RES) was a founding member in 2008 of Northwest Energy Management Services (NEMS) and its member subsidiaries. RES staff has since actively participated in the evolution of these organizations as the environment for wholesale power purchasing and associated power markets have also evolved.

In 2014, a Joint Resource Planning & Acquisition Agreement (JRPAA) was established by the NEMS Board of Directors which better addressed the needs of the members, especially related to transacting for market power purchases. The JRPAA was followed by a new Credit and Risk Management Policy and the development of a Master Resource Agreement (MRA) in 2016, establishing the policy framework for entering into market power purchases with qualified wholesale power suppliers.

Richland City Council approved the JRPAA in September, 2014. RES staff has reviewed the NEMS Credit and Risk Management policy with the City Finance division to ensure compatibility with City finance policies and procedures. The power market is currently very favorable for a purchase in early 2018 to meet wholesale power needs in years 2020 through 2023.

RES staff recommends the adoption of Resolution No. 206-17 authorizing the City Manager to execute and administer the MRA, enabling RES to transact for market power purchases.

Fiscal Impact:

No fiscal impact.

Attachments:

1. Resolution No. 206-17
2. Contract No. 292-17 Master Resource Agreement
3. Joint Resource Planning & Acquisition Agreement
4. NEMS Credit and Risk Management Policy
5. NEMS Market Purchase Flowchart

RESOLUTION NO. 206-17

A RESOLUTION of the City of Richland authorizing execution of a Master Resource Agreement with Northwest Intergovernmental Energy Supply to enable Power Market Purchases.

WHEREAS, in 2008, City of Richland Energy Services (RES) joined with other electric utilities to form Northwest Energy Management Services (NEMS) and its member subsidiaries Northwest Intergovernmental Energy Supply (NIES) and Northwest Energy Supply Cooperative (NESC) for the purpose of securing joint purchases of wholesale electric power; and

WHEREAS, the operating policies of NEMS/NIES/NESC were originally memorialized through member agreements titled Joint Pooling Agreement (JPA) and Load Commitment Agreement (LCA), executed by each utility member and NEMS and or NIES/NESC; and

WHEREAS, in order to better adapt to member needs, the JPA and LCA were superseded in 2014 by the Joint Resource Planning & Acquisition Agreement (JRPAA), which was authorized by the Richland City Council through adoption of Resolution No. 118-14 on September 16, 2014; and

WHEREAS, the Board of Directors of NEMS/NIES/NESC approved a long-range resource plan in 2014 and updated that plan in 2017, both which identify market purchases as the best alternative for securing wholesale power for the near future; and

WHEREAS, in conformance with provisions set forth in the JRPAA, the Board of Directors of NEMS/NIES/NESC adopted a Credit and Risk Management Policy in August 2016 identifying conditions by which members and NIES/NESC would transact for market purchases with specified wholesale power suppliers; and

WHEREAS, in conformance with provisions set forth in the JRPAA, the Board of Directors of NEMS/NIES/NESC adopted the use of a Master Resource Agreement (MRA) to be executed between each NEMS member and NIES/NESC in order to enable the respective member to transact through NIES/NESC with specified wholesale power suppliers for market power purchases; and

WHEREAS, the execution of the MRA between the City of Richland and NIES is a requirement for RES to be able to transact for market power purchases beginning in 2020 when current wholesale power purchase contracts sunset.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is hereby authorized to sign and execute a Master Resource Agreement to enable Richland Energy Services to transact through Northwest Intergovernmental Energy Supply for market purchases of wholesale power.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of November, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

MASTER RESOURCE AGREEMENT
FOR
NORTHWEST INTERGOVERNMENTAL ENERGY SUPPLY

THIS MASTER RESOURCE AGREEMENT (“Agreement”), dated as of _____ (“Effective Date”) is entered into by and between Northwest Intergovernmental Energy Supply (“NIES”), an Oregon intergovernmental entity and City of Richland, a municipality (hereafter “Member”).

RECITALS

WHEREAS:

- A. NIES and Member are Parties to a Joint Resource Planning and Acquisition Agreement (“JRPAA”) dated December 10, 2014, pursuant to which Member may agree to participate in a NIES-Owned Resource pursuant to the terms and conditions of this Master Resource Agreement; and
- B. Member wishes to participate in one or more Transactions beginning in BPA Fiscal Year 2020 or thereafter; and
- C. NIES will exercise its best efforts to execute one or more Enabling Agreements and Confirmations with third party sellers that meet Member’s Transaction criteria; and
- D. If NIES can execute an Enabling Agreement and Confirmation that meets Member’s Transaction criteria, then the Parties desire to establish a Fixed Purchase Amount and a Percentage Cost Responsibility (“PCR”) for each Transaction consistent with the terms and conditions of the JRPAA, the applicable Enabling Agreement and Confirmation, this Agreement, and any applicable NIES credit support or other policy or other applicable agreement between NIES and Member.

NOW THEREFORE, NIES and Member agree as follows:

AGREEMENT

1. Definitions. All capitalized terms used herein shall have the respective meanings set forth in the JRPAA, as applicable, or below unless the context in which such term is used clearly requires otherwise.

- 1.1. “BPA Fiscal Year” begins October 1 and ends September 30.
- 1.2. “Enabling Agreement” means a master agreement between NIES and a third party seller or purchaser that provides the general terms and conditions for the purchase, sale, or exchange of electricity.
- 1.3. “Confirmation” is the documentation of an agreement between NIES and a third party seller or purchaser pursuant to an Enabling Agreement, for the purchase or sale and delivery of electric power at a specified quantity, price, and delivery point and other specified terms.
- 1.4. “Remarket” is the NIES resale on behalf of Member of all or a portion of Member’s Fixed Purchase Amount associated with a Transaction.
- 1.5. “Resource Costs” are calculated for each Transaction by multiplying Member’s Fixed Purchase Amount (converted to megawatt hours) for such Transaction by the Transaction Price plus Member’s share of any additional costs incurred by NIES that are directly related to the purchase and delivery of the Resource for that particular year. Additional costs may include, without limitation, any costs incurred by NIES to provide credit support or financial security for the purchase and delivery of the Resource. Member’s Resource Costs for a Transaction may also include the direct (non-proportionate) allocation of costs incurred by NIES in connection with the purchase and delivery of the Resource that would not have been incurred but for Member’s participation in the Resource. Resource Costs do not include Specific Resource Investigation Costs, which are recovered separately from the Resource Costs. Exhibit A lists Member’s estimated annual Resource Cost for each Transaction.
- 1.6. “Transaction” is Member’s participation, as set forth in Exhibit A, in any NIES-Owned Resource that is documented in a Confirmation.
- 1.7. “Transaction Price” is the price per megawatt hour listed in the Confirmation executed by NIES as documented in Exhibit A.
- 1.8. For purposes of this Agreement, a “signature” or “signed” document or a “vote in writing” as that term is used in section 3.4 may include electronic signatures that comply with the provisions of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7031, or a comparable Oregon state law applicable to NIES, and that include a user identification number or password as a method of verification of the identity of the person signing a document.

2. Transaction Terms and Conditions

- 2.1. Member's Participation. Member may participate in one or more Transactions under this Agreement. Each Transaction in which Member participates shall be documented in Exhibit A.
- 2.2. Member's Fixed Purchase Amount. Member shall have a Fixed Purchase Amount for each Transaction in which it has agreed to participate, which shall be documented in Exhibit A.
- 2.3. Member's PCR. Member shall have a PCR for each Transaction listed in Exhibit A. Member's PCR shall equal its Fixed Purchase Amount divided by the sum of all NIES members' Fixed Purchase Amounts for that particular NIES-Owned Resource.
- 2.4. Member's Voting Rights. Member's Voting Rights for each Transaction in which it participates shall equal its PCR for that Transaction.
- 2.5. Member's Obligation to Pay Resource Costs. Pursuant to section III(D)(3) of the JRPA, Member shall pay its Resource Costs with respect to any Transaction listed in Exhibit A.
- 2.6. Creditworthiness and Credit Support Requirements. During the term of any Transaction listed on Exhibit A, Member shall be bound by and shall abide by all terms and conditions of NIES' then applicable Credit and Risk Management Policy.
- 2.7. Monthly Invoicing. NIES will submit an invoice to Member on or before the fifth day of the month of delivery itemizing Member's monthly Resource Costs for each Transaction listed in Exhibit A. On or after the tenth day of that month, Member hereby authorizes NIES, through its designee NEMS, to perform an Automated Clearing House (ACH) electronic funds transfer to withdraw the funds in the amount of the invoice from Member's bank account. Notwithstanding the foregoing, NIES may invoice Member based on charges for scheduled deliveries in the current month and the next two succeeding months as estimated by NIES, and Member shall be obligated to pay such invoices in advance of actual deliveries.
- 2.8. Indemnity. Member shall indemnify and hold harmless NIES and any non-participating NIES members, from and against any and all costs, claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising from or associated with Member's share of the NIES-Owned Resource subject to this Master Resource Agreement. For purposes of this indemnity, "Member's share" shall be based on Member's PCR for such NIES-Owned Resource.

Member shall be solely liable for, and shall indemnify and hold harmless NIES, non-participating NIES members, and all other Participating Members from and against, any and all costs, claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising out of: (a) Member's obligation to pay its Resource Costs, and (b) NIES Remarketing of all or a portion of Member's Fixed Purchase Amount.

- 2.9. Member's Share of Specific Resource Investigation Costs. NIES and Member agree that Member shall be responsible for its share, equal to its PCR, of Specific Resource Investigation Costs incurred by NIES for each Transaction. Member shall be responsible for such costs for each resource investigation in which Member participates pursuant to Sections 3.1 or 3.2 below even if Member elects not to participate in a Transaction pursuant to Section 3.4. Such Specific Resource Investigation Costs shall be payable upon invoice by NIES. Notwithstanding the foregoing, Member and NIES agree that Member's Specific Resource Investigation Costs under this Agreement shall not exceed \$1,000.00 per Transaction unless Member agrees in writing to pay any additional Specific Resource Investigation Costs.

3. Process to Participate in a Transaction

- 3.1. Resource Investigation Initiated by Member. Member shall notify NIES that it desires to initiate an investigation into a potential NIES-Owned Resource by submitting a letter to NIES, using the template contained in Exhibit B. The notification letter must specify Member's desired annual megawatt amount and maximum purchase price and any other attributes Member requires of the Transaction. Member acknowledges and agrees that, upon NIES' receipt of such notice from Member, NIES will notify all other NIES members of its intent to form a Resource Committee to investigate a potential NIES-Owned Resource. Other NIES members will have three (3) business days to notify NIES of their desire to participate in the investigation of such potential NIES-Owned Resource and to appoint a representative to the Resource Committee by submitting a letter or email to NIES, using the template contained in Exhibit B.
- 3.2. Resource Investigation Initiated by Other NIES Members. Upon NIES' receipt of notice from any other NIES member to initiate a resource investigation, NIES shall notify Member of its intent to form a Resource Committee to investigate a potential NIES-Owned Resource. Upon receipt of such notice, Member shall have three (3) business days to notify NIES of its desire to participate in the investigation of such potential NIES-Owned Resource and to appoint a representative to the Resource Committee by submitting a letter or email to NIES, using the template contained in Exhibit B.
- 3.3. Resource Committee. With respect to any resource investigation that Member has initiated pursuant to Section 3.1 or in which Member has notified NIES of its intent to participate pursuant to Section 3.2, NIES shall establish a Resource Committee with a representative of Member and a representative from each additional NIES member providing notice of its intent to participate. NIES shall establish a PCR for Member at this time.
- 3.4. Resource Committee Voting. With respect to any Resource Committee established by NIES pursuant to Section 3.3 in which Member has a representative, NIES shall provide Member written or electronic notice at least two (2) business days before any Resource Committee vote to authorize NIES to enter into a Confirmation. Member's Resource Committee representative, and the representatives of each other participating

NIES member, shall vote to either approve or reject NIES' execution of the Confirmation.

The vote of Member's representative, and each other Resource Committee representative, shall be made and communicated to NIES in writing on or before the deadline established by NIES. The failure to submit a timely and written vote shall be deemed to be a vote against entering into a Transaction. Member shall not be bound by any Confirmation executed by NIES pursuant to this Agreement unless Member's Resource Committee representative has timely and affirmatively voted in writing to authorize NIES to execute the Confirmation. Such written vote authorizing NIES to execute a Confirmation shall be signed by Member's Resource Committee representative and shall be in the form attached hereto as Exhibit D.

If Member's Resource Committee representative does not affirmatively vote in writing to authorize the execution of the Confirmation by the deadline established by NIES, then Member's right to participate in a Transaction with respect to such NIES-Owned Resource shall automatically be terminated. In such case, Member's representative will no longer be a member of the Resource Committee and will not have a PCR or Voting Rights. Member remains obligated, however, to pay its share of any Specific Resource Investigation Costs incurred prior to the voting deadline.

If Member's Resource Committee representative *does* affirmatively vote in writing to authorize the execution of the Confirmation by the deadline established by NIES, but the representative of any other participating NIES member does not affirmatively vote in writing to authorize the execution of the Confirmation, then NIES shall not be authorized to execute the Confirmation. In such case, the representatives of the NIES members not voting or voting against the Confirmation shall be removed from the Resource Committee and the PCR and Voting Rights of Member and of each of the NIES members whose representatives voted in favor of executing the Confirmation shall be adjusted to reflect the new composition of the remaining participating NIES members. The remaining representatives of the revised and reconstituted Resource Committee may thereafter vote to authorize or reject NIES' execution of the Confirmation. The voting requirements set forth above shall remain applicable to each subsequent vote. This voting process shall be repeated until all remaining Resource Committee representatives have unanimously voted in writing or via electronic message to authorize the execution of the Confirmation and all approved terms.

- 3.5. NIES Authorized to Transact. Upon the unanimous approval by the Resource Committee pursuant to section 3.4, NIES shall be authorized to execute a Confirmation under the terms and conditions set forth in Section IV.C of the JRPAA and as approved by the Resource Committee. NIES agrees to attempt to execute such Confirmation no later than ten (10) business days after it has received authorization to transact. If for any reason NIES is unable to execute a Confirmation within ten (10) business days after receiving authorization to transact, then such authorization shall automatically terminate unless a longer deadline is expressly permitted in Exhibit D as initially submitted, or as subsequently amended in writing, by Member's Resource

Committee representative and by the Resource Committee representatives of each other Participating Member.

NIES shall have no liability to Member under this Agreement or otherwise, if for any reason NIES is unable to execute a Confirmation as approved by the Resource Committee. NIES' execution of a Confirmation consistent with this Agreement establishes a Transaction that is binding on Member without any further authorization or approval from Member's governing body. Upon NIES' execution of a Confirmation, NIES shall send a revised Exhibit A to Member reflecting the Transaction. Member shall be bound to participate in such Transaction according to the terms of the JRPPA and this Master Resource Agreement.

4. Remarketing

- 4.1. Member's Request to Remarket. Member may request that NIES Remarket its Fixed Purchase Amount or a portion thereof at any time before or during the term of a Transaction. Member shall make such request NIES at least three (3) business days prior to the first desired Remarketing delivery date. Member shall authorize NIES in writing using Exhibit C, and Member must identify the desired megawatt amount, minimum Remarketing price, term length, and any other attributes required by Member.
- 4.2. NIES Authorized to Remarket. Upon receipt of an authorization to Remarket all or a portion of Member's Fixed Purchase Amount, NIES shall use commercially reasonable efforts to Remarket in accordance with Member's request. NIES agrees to attempt to execute such Confirmation no later than ten (10) business days after it has received authorization to transact. NIES shall have no liability to Member under this Agreement or otherwise, if for any reason NIES is unable to execute a Confirmation as approved by the Member. NIES' execution of a Confirmation consistent with this Agreement establishes a Transaction that is binding on Member without any further authorization or approval from Member's governing body. Upon NIES' execution of a Confirmation, NIES shall send a revised Exhibit A to Member reflecting the Transaction. Member shall be bound to participate in such Transaction according to the terms of the JRPPA and this Master Resource Agreement.
- 4.3. No Price Guarantee. Member acknowledges and agrees that the Remarket price may be different than the original Transaction Price, which could result in a net loss or net gain to the Member. NIES shall have no liability if it is unable to Remarket the Fixed Purchase Amount on the terms requested by Member. If for any reason the Remarketing is not completed, then Member shall remain obligated to receive and pay for Member's entire Fixed Purchase Amount at the original Transaction Price all as set forth in Exhibit A. In the event that the Remarket price is greater than Transaction Price, then Member shall be entitled to receive the positive difference between Remarket price and the Transaction Price.

5. Representations.

5.1. Member Representations. Member represents and warrants as follows:

- (i) Member has the corporate power and authority to execute and deliver this Agreement.
- (ii) The execution and delivery by Member of this Agreement and the performance by Member of the actions contemplated on its part hereby have been duly authorized by the governing body of the Member.
- (iii) This Agreement has been duly executed and delivered by the Member and is a valid and binding agreement of the Member, enforceable against the Member in accordance with its terms, subject only to limitations on enforceability imposed by (i) applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally, and (ii) general equitable principles.
- (iv) Member's representative serving on any Resource Committee has been duly appointed by Member and delegated the legal authority by Member's governing body to bind Member to Transactions pursuant to this Master Resource Agreement.

5.2. NIES Representations. NIES represents and warrants as follows:

- (i) NIES has the corporate power and authority to execute and deliver this Agreement.
- (ii) The execution and delivery of this Agreement by NIES and the performance by NIES of the actions contemplated on its part hereby have been duly authorized by the Board of Directors of NIES.
- (iii) This Agreement has been duly executed and delivered by NIES and is a valid and binding agreement of NIES, enforceable against NIES in accordance with its terms, subject only to limitations on enforceability imposed by (i) applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally, and (ii) general equitable principles.

6. Miscellaneous.

6.1. Termination Date. This Agreement shall terminate if and when the JRPPA expires or terminates. This Agreement may also be terminated by either party hereto with or without cause by giving the other party not less than thirty (30) days written notice. Notwithstanding the forgoing, the applicable provisions of this Agreement shall survive termination until all outstanding Transactions listed on Exhibit A have expired or have been terminated and all existing obligations arising under this Agreement, any Specific Resource Investigation Agreement, any Confirmation and/or under any agreement to provide credit support shall continue to be enforceable until fully satisfied.

6.2. Additional Remedies. Nothing herein is intended to limit the remedies available to a non-defaulting party under this Agreement, the JRPAA, an applicable Enabling Agreement or Confirmation or by law. In particular, but without limitation, if NIES is

the non-defaulting party in any Transaction in which Member is the defaulting party, NIES shall have the right (i) to indefinitely suspend NIES' performance of all Transactions with Member under this Agreement; and (ii) during any period of suspension, Remarket Member's Fixed Purchase Amount, and (iii) recover any losses due to a differential between the Resource Cost and the amount recovered from the Remarketing of Member's Fixed Purchase Amount. NIES and Member may agree to terms for a resumption of performance of any Transaction for which performance has been suspended.

- 6.3. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of NIES and Member and their respective successors and permitted assigns. Member may not make any transfer or assignment of this Agreement, other than an assignment for security, without NIES' prior written consent. Any assignment made without a consent required hereunder shall be void and of no force or effect.
- 6.4. Amendments. This Agreement may be amended by agreement between NIES and Member, but no such amendment to this Agreement shall be effective unless it is in writing, executed by both parties.
- 6.5. Entire Agreement; Waiver. This Agreement, together with Exhibits A through D, the Credit Policy and other applicable policies of NIES, any applicable Enabling Agreement or Confirmation, and the JRPAA, constitutes the entire agreement between the parties hereto relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written. The subject matter of this Agreement involves only Transactions for the delivery of power commencing in BPA Fiscal Year 2020 or later, and nothing in this Agreement is intended to supersede the terms of any existing or future agreement that would fit the definition of a Transaction but commenced prior to BPA Fiscal Year 2020.
- 6.6. Conflicts. This Agreement and the JRPAA shall be interpreted to be consistent if possible; however, in the event of any irreconcilable conflict between the provisions of this Agreement and the JRPAA, the provisions of this Agreement shall prevail.
- 6.7. Counterparts. This Agreement may be executed in multiple counterparts to be construed as one.
- 6.8. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.
- 6.9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.

IN WITNESS WHEREOF, NIES and the Member have caused this Agreement to be executed, attested, sealed and delivered by their respective duly authorized officers as of the day and year first written above.

City of Richland	Northwest Intergovernmental Energy Supply
Date:	Date:
By:	By: Brent Wallin
Its:	Its: Vice President

Draft as of 9/16/16

Revision No. X Dated XX/XX/XX

Exhibit A: List of Member Transactions

This Exhibit documents the Transactions that Member has agreed to purchase from NIES. Each revision supersedes any prior Exhibit A.

Date of Transaction	Transaction No.	Fixed Purchase Amount (aMW)	Percentage Cost Responsibility	MWh	Transaction Price	Resource Cost (MWh * Transaction Price)	Credit Support/ Financial Security Costs	Other Costs	Term	Delivery Point

EXHIBIT B
MARKET PURCHASE NOTIFICATION FORM

Please use the following form to notify NIES of your desire to participate in a market purchase Transaction. Please submit this form electronically to NIES at nems@nru-nw.com.

NEW MARKET PURCHASE TRANSACTION

- 1) A Fixed Purchase Amount for any amount up to but not exceeding the following amounts of power for each Fiscal Year¹ (FY), stated in whole average megawatts, and not exceeding the maximum purchase price for each FY stated below:

2020 = _____ aMW @ \$_____/MWh
2021 = _____ aMW @ \$_____/MWh
2022 = _____ aMW @ \$_____/MWh
2023 = _____ aMW @ \$_____/MWh
2025 = _____ aMW @ \$_____/MWh
2026 = _____ aMW @ \$_____/MWh
2027 = _____ aMW @ \$_____/MWh
2028 = _____ aMW @ \$_____/MWh

- 2) Please identify any other attributes that are required as part of the transaction:

Submitted By:

On Behalf Of: City of Richland

Date:

¹ Fiscal Year begins October 1 and ends September 30

EXHIBIT C
MARKET PURCHASE REMARKETING AUTHORIZATION FORM

I _____, acting as the Resource Committee Representative on behalf of City of Richland authorize NIES to execute a Confirmation in order to Remarket the following amounts of power for each month listed below, stated in whole average megawatts, and not below the minimum remarketing price stated below:

Month	Year	
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh
_____	_____	= _____ aMW @ \$_____/MWh

Additional conditions or requirements:

Signed: _____

Title: _____

Date: _____

EXHIBIT D
MARKET PURCHASE TRANSACTION AUTHORIZATION FORM

I _____, acting as the Resource Committee Representative on behalf of City of Richland authorize NIES to execute a Confirmation in order to purchase the following amounts of power for each Fiscal Year² (FY), stated in whole average megawatts, and not exceeding the maximum purchase price for each FY stated below:

2020 = _____ aMW @ \$_____/MWh
2021 = _____ aMW @ \$_____/MWh
2022 = _____ aMW @ \$_____/MWh
2023 = _____ aMW @ \$_____/MWh
2025 = _____ aMW @ \$_____/MWh
2026 = _____ aMW @ \$_____/MWh
2027 = _____ aMW @ \$_____/MWh
2028 = _____ aMW @ \$_____/MWh

Additional conditions or requirements:

Signed: _____

Title: _____

Date: _____

² Fiscal Year begins October 1 and ends September 30

CONTRACT NO. 157-14

JOINT RESOURCE PLANNING AND ACQUISITION AGREEMENT

This Joint Resource Planning and Acquisition Agreement (“Agreement”) is executed by and between City of Richland (“Member”), the Northwest Intergovernmental Energy Supply (“NIES”) and the Northwest Energy Management Services (“NEMS”). Member, NIES and NEMS may each be referred to herein as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Member is a Municipality serving end use consumers in the Pacific Northwest and is a member of NIES; and

WHEREAS, Member is entitled to purchase wholesale power from the Bonneville Power Administration (“BPA”) on a preferential basis pursuant to section 5(b) of the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. § 839c(b); and

WHEREAS, Member has signed a Contract High Water Mark Contract with BPA for the period commencing October 1, 2011 and ending September 30, 2028 (“BPA Contract”); and

WHEREAS, Member may need to acquire wholesale power to serve its end-use customers in addition to the power purchased from BPA; and

WHEREAS, NIES is an intergovernmental agency formed pursuant to ORS Chapter 190 for the primary purpose of assisting its members in meeting their wholesale power needs to the extent that they are not served under the BPA Contract; and

WHEREAS, Member and NIES previously executed and were parties to an Amended and Restated Load Commitment Agreement (“LCA”) pursuant to which Member was obligated to purchase, and NIES was obligated to deliver, a certain portion of Member’s wholesale power requirements that were not served under the BPA Contract; and

WHEREAS, NIES and NEMS, along with the Northwest Energy Supply Cooperative (“NESC”), previously executed and were parties to an Amended and Restated Joint Development, Agency and Power Pooling Agreement (“JPA”) pursuant to which NEMS was obligated to provide NIES and NESC with certain risk and power management services; and

WHEREAS, Under the JPA, many of NIES’ administrative obligations were authorized to be delegated to NEMS; and

WHEREAS, except as provided herein, Member, NIES and NEMS now intend to terminate the obligations of the Parties under the LCA and JPA and execute this Agreement to describe the Parties' respective rights and obligations.

NOW, THEREFORE, in consideration of the mutual obligations of NIES, Member, and NEMS as set forth in this Agreement, the Parties agree as follows:

I. DEFINITIONS

A. Capitalized Terms

All capitalized terms used herein shall have the respective meanings as defined below or as set forth in the body of this Agreement, unless the context in which such term is used clearly requires otherwise.

B. Definitions

1. Credit Support Document. Any document describing or evidencing a Party's obligation to provide credit support as required by this Agreement or a Resource Agreement.

2. Fixed Purchase Amount. The amount or percentage share of energy and associated Nonpower Attributes, which a Member is obligated or entitled to purchase, own or receive and for which Member has agreed to be financially responsible through a Specific Resource Investigation Agreement or through a Resource Agreement.

3. Member-Owned Resource. A Member-Owned Resource is a Resource, including a generating resource, power purchase agreement, or a similar power sales arrangement, an interest in which is acquired or developed and owned by one or more Participating Members of NIES, or an affiliated entity owned by one or more Participating Members of NIES pursuant to a Resource Agreement and for which NEMS will provide support services upon approval of the NIES and NEMS boards.

4. NIES-Owned Resource. A NIES-Owned Resource is a Resource, including a Generating Resource, power purchase agreement, or a similar power sales arrangement an interest in which is acquired or developed and owned by NIES, or an affiliated entity for the benefit of one or more Participating Members pursuant to a Resource Agreement.

5. Nonpower Attributes. Any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from a renewable energy generating facility and its displacement of conventional energy generation. Nonpower Attributes include but are not limited to avoided emissions of pollutants to the air, soil or water, avoided emissions of carbon dioxide and other greenhouse gases and reporting rights (including 'green tag reporting rights') to such avoided emissions. Nonpower Attributes specifically exclude (i) energy, capacity, reliability, or other power attributes of the renewable energy generating facility, (ii) tax credits or deductions, financial incentives, grants or subsidies associated with the

construction or operation of the renewable energy generating facility or use of particular fuels and (iii) credits, benefits, emissions reductions, offsets, and allowances used or required to meet applicable laws or other requirements in connection with operating the renewable energy generating facility.

6. Participating Member. Any NIES member that has executed a Specific Resource Investigation Agreement or a Resource Agreement and has thereby agreed to participate in the investigation, development or acquisition of a Resource and to be responsible for a share of the costs of such Specific Resource Investigation or Resource.

7. Participating Member Representative. The person appointed by a Participating Member under any Specific Resource Investigation Agreement or Resource Agreement, as applicable, to represent the Member on all applicable Investigative or Resource Management Committees.

8. Percentage Cost Responsibility ("PCR"). A percentage cost allocation for each Participating Member with respect to each Specific Resource Investigation and each Resource, which is calculated by NIES pursuant to the Resource Policy and Procedures and set forth in the applicable Specific Resource Investigation Agreement or Resource Agreement.

9. Resource. Any NIES-Owned Resource or Member-Owned Resource that is subject to a Resource Agreement.

10. Resource Agreement. An agreement between each of the Participating Members in a Resource and NIES establishing each Participating Member's agreement election to accept a PCR for such Resource in exchange for ownership of or entitlement to receive a Fixed Purchase Amount of such Resource, regardless of whether the Resource is ultimately terminated or operates at less than planned capacity and otherwise establishing each parties' rights and responsibilities with respect to the development, acquisition, ownership, operation and maintenance of the Resource.

11. Specific Resource Investigation Agreement. An agreement between each of the Participating Members in a Specific Resource Investigation and NIES establishing each Participating Member's election to accept a PCR for such Specific Resource Investigation consistent with its Fixed Purchase Amount for such Specific Resource Investigation and otherwise establishing each party's rights and responsibilities with respect to the Specific Resource Investigation.

II. PURPOSE, TERM AND TERMINATION

A. Purpose of Agreement.

The purpose of this Agreement is, through joint or cooperative action of the Parties, to assist the Members to plan, finance, develop, acquire, construct, reconstruct, improve, operate and/or maintain Resources so as to enable the Members to provide reliable, competitive, low-cost electric service to their ratepayers.

B. Conditions Precedent to Effectiveness of Agreement

This Agreement shall become effective and binding upon each Party upon the date of the last to occur of each of the following (the "Effective Date"):

1. Execution by Member, NIES and NEMS. Each of the Parties to this Agreement shall have duly authorized, executed and delivered this Agreement.
2. Execution by all NIES Members. Each of NIES' members, other than Member, shall have also authorized, executed and delivered an agreement that is substantially similar to this Agreement, or any non-signing member's membership in NIES has been terminated in accordance with the NIES Bylaws. Provided, however, that this section II(B)(2) shall not apply to any NIES member that has sought and is waiting to receive approval from the Rural Utilities Service prior to execution of this Agreement. The parties may waive the requirements under section II(B)(2) by mutual written agreement of each of Member, NESC and NEMS.
3. Execution by NESC and all NESC Members. NESC shall have also authorized, executed and delivered an agreement that is substantially similar to this Agreement with each of its members and NEMS.

C. LCA and JPA Terminated and Superseded

Subject to the survival of any outstanding legal obligations pursuant to Section II(D) below, the Parties intend and agree that the rights and obligations of Member, NIES and NEMS under the LCA and the JPA shall terminate on the Effective Date and shall be superseded and be replaced by the rights and obligations of Member, NIES and NEMS under this Agreement. Except as provided in Section II(D), after the Effective Date, no additional rights or obligations may be created, or new costs incurred, under the terms of the LCA or JPA. Upon the Effective Date, and subject to Section II(D), the Agreement shall be the final and complete agreement of the Parties with respect to the subject matter addressed herein. All Administrative and General Costs, as defined by Section III(D)(1), incurred by NIES and payable by Member after the Effective Date shall be governed by this Agreement and any policies adopted by NIES. Any Resources investigated or acquired after the Effective Date shall be subject to the terms of this Agreement.

D. Survival of Outstanding LCA and JPA Obligations

Notwithstanding anything to the contrary in Section II(C) above, any legal or financial obligations or commitments arising under the LCA or the JPA that remain outstanding as of the Effective Date of this Agreement shall continue to be enforceable under, and governed by, the terms of the LCA and JPA until such obligations are fully satisfied. This includes any unpaid Member Payment Amount due and owing under the LCA. This also includes any obligations or commitments made by any Party with respect to any Closed Resource Pool existing on the Effective Date. For avoidance of doubt, Resource Pools created under the LCA and JPA shall continue to be governed by the terms of the LCA and JPA until all present and future obligations with respect to such Closed Resource Pool have been fully satisfied.

E. Term of Agreement

This Agreement shall remain in full force and effect until terminated by any of the Parties according to the terms of this Agreement. Prior to the expiration of the current BPA Contract in 2028, the Parties shall negotiate in good faith to revise and amend any of the terms and conditions of this Agreement as may be necessary to address any reasonably anticipated changes to the successor agreement to the BPA Contract.

F. Termination

This Agreement may be terminated pursuant to the following terms and conditions:

1. Termination By Member With NIES Approval. With the approval of two-thirds of the Board of Directors of NIES, Member may terminate this Agreement on the date on which all of the following conditions have been satisfied:

- i. Member has delivered to NIES a written notice of intent to terminate this Agreement and has satisfied any requirements of the NIES Membership Agreement applicable to termination of this Agreement; and
- ii. No suit, action, or other proceeding shall be pending or threatened by or before any court or governmental or administrative agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with Member's termination of this Agreement; and
- iii. All required authorizations, consents, waivers, and approvals have been received from any government agency or third party whose consent is required, and have been provided to NIES by Member; and
- iv. Member and NIES have entered into a termination agreement satisfactory to NIES, NEMS and Member making adequate provisions for the payment in full, of all its debts arising under this Agreement or any Resource Agreement or Specific Resource Investigation Agreement and for the satisfaction of all of Member's other obligations to NIES, NEMS, and/or to the other Participating Members in any NIES Owned Resource or Member Owned Resource, including obligations to third parties, and compliance with such other reasonable terms and conditions as the NIES Board may require in the termination agreement. NIES, NEMS, and Member will act in good faith and each shall make a commercially reasonable effort to negotiate a termination agreement that is equitable to all affected parties, including any third party creditors, and that will not detrimentally impact the best use of NIES-Owned Resources, Member-Owned Resources, financial commitments of the remaining members, and the efficient administrative tracking of costs.

- v. The terms and conditions of any termination must otherwise comply with the terms and conditions of any Specific Resource Investigation Agreement and Resource Agreement executed by the Member.

2. Termination by Member without NIES Approval. Notwithstanding any provision to the contrary in this Section II, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board by providing written notice no later than August 1, 2015 to be effective January 1, 2016. Thereafter, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board by providing written notice to NIES on or before December 31, 2018 to be effective January 1, 2020. Following December 31, 2018, Member shall have the right to provide a written notice of termination of its membership in NIES and this Agreement under this provision every four years. Specifically, Member may terminate its membership in NIES and this Agreement without approval of the NIES Board at any time after December 31, 2018 by providing at least two years advanced written notice; Provided, however, that such termination shall not be effective until the next four-year anniversary of January 1, 2020 following such written notice. For example, written notice provided any time between December 31, 2018 and December 31, 2022 will result in termination of the Agreement on January 1, 2024. Likewise, written notice provided any time between December 31, 2022 and December 31, 2026 will result in termination of the Agreement on January 1, 2028. This four-year termination right shall continue until the Agreement is terminated. In the event such notice of termination is given, each of the conditions set forth in Section II(E)(1)(i-v) and the NIES Bylaws must be satisfied for the termination to be effective. Except as agreed by the Parties, termination of this Agreement shall have no effect on and shall not terminate or otherwise impair any obligation of a Party under any Specific Resource Investigation Agreement, Resource Agreement or other agreement, including agreements with third parties, entered into by such party pursuant to this Agreement.

3. Termination upon Event of Default. This Agreement may be terminated by any non-defaulting Party upon the occurrence of an Event of Default pursuant to Section VIII.

4. Continuing Payment Obligations. Any payment obligation of Member arising under this Agreement, any Specific Resource Investigation Agreement or any Resource Agreement that remains outstanding at the time this Agreement is terminated shall survive termination and shall continue to be payable until paid in full.

III. MEMBER'S GENERAL RIGHTS AND OBLIGATIONS

As of the Effective Date of this Agreement, Member shall have the following general rights and obligations:

A. Member May Participate in Specific Resource Investigation

In its sole discretion, Member may elect to participate in one or more Specific Resource Investigations approved by NIES, subject to the terms and conditions of a Specific Resource Investigation Agreement. Member shall be entitled to have its Participating

Member Representative appointed to an Investigation Committee that is created by NIES with respect to each Specific Resource Investigation in which Member has agreed to participate. Notwithstanding the forgoing, Member is not obligated to participate in any Specific Resource Investigation and shall not be liable for any Specific Resource Investigation costs in which Member does not agree to participate and has not signed a Specific Resource Investigation Agreement.

B. Member May Participate in NIES-Owned Resources

In its sole discretion, Member may agree to participate in one or more NIES-Owned Resources, subject to the terms and conditions of a Resource Agreement. Member shall be entitled to have a Participating Member Representative appointed to a Resource Committee that is created by NIES with respect to each Resource Agreement in which Member has agreed to participate. Notwithstanding the forgoing, Member is not obligated to participate in any NIES-Owned Resources, or otherwise acquire wholesale power from or through NIES, and Member shall not be liable or financially responsible for any NIES-Owned Resources in which Member has not agreed to participate and has not signed a Resource Agreement.

C. Member May Participate in Member-Owned Resources

In its sole discretion, Member may elect to participate in one or more Member-Owned Resources, subject to the terms and conditions of a Resource Agreement. Notwithstanding the forgoing, Member is not obligated to participate in any Member-Owned Resources and shall not be liable or financially responsible for any Member-Owned Resources regarding which Member has not agreed to participate by signing a Resource Agreement.

D. Member Shall Pay its Member Payment Amount.

Member shall pay its Member Payment Amount in full to NIES in accordance with the terms of this Agreement. Payments shall be made on a monthly basis unless otherwise agreed to by the Parties. The Member Payment Amount shall consist of each of the following costs, to the extent applicable to Member:

1. NIES Administrative and General Costs. Administrative and General Costs are those costs associated with the ongoing operation of NIES and NEMS and any other third party with whom NIES or NEMS contracts to provide services. Administrative and General Costs include all costs incurred by NIES that are not otherwise specifically allocated to NIES members as Specific Resource Investigation costs or Resource costs. Administrative and General Costs may include, without limitation, costs associated with developing resource plans; General Resource Investigation; assessing transmission, resource support services and other general requirements for resources to be available to serve NIES members' needs; interaction with BPA Power Services and Transmission Services (or their successors) on contractual and policy matters; general business functions, including governance, policy development, financial reporting, and regulatory compliance; and related matters that generally benefit all members. Administrative and General Costs exclude all costs that are considered Specific Resource Investigation costs, NIES-Owned Resource costs, and Member-Owned Resource costs.

2. Specific Resource Investigation Costs. The Member Payment Amount shall include a share of the costs incurred by NEMS and NIES in connection with any Specific Resource Investigation in which Member has agreed to participate pursuant to a Specific Resource Investigation Agreement. The Specific Resource Investigation Agreement will set forth the allocation of these costs among the Participating Members consistent with their agreed-upon PCR with respect to such Specific Resource Investigation.

3. Resource Costs. The Member Payment Amount shall include a share of the costs incurred by NIES in connection with any Resource in which Member elects to participate pursuant to a Resource Agreement. These costs may include, but are not limited to, those associated with acquiring, developing, owning, managing, maintaining, and operating Member's share of any NIES-Owned Resource. The Resource Agreement will set forth the allocation of Resource costs among the Participating Members consistent with their agreed-upon PCR with respect to such Resource.

E. Member Shall Satisfy Creditworthiness and Credit Support Requirements
Member shall satisfy all creditworthiness and credit support requirements determined by NIES pursuant to Section VII below.

IV. NIES' GENERAL RIGHTS AND OBLIGATIONS

As of the Effective Date of this Agreement, NIES shall have the following general rights and obligations:

A. NIES Shall Calculate and Collect Member's Payment Amount
NIES shall collect from Member, and from all other NIES members, the applicable Member Payment Amount. Unless otherwise determined by mutual agreement of the affected parties, Administrative and General Costs shall be allocated to such members pursuant to policies adopted by NIES. NIES shall maintain and update the Member Payment Amount from time to time and shall provide supporting documentation to Member. NIES shall include a projection of the Member Payment Amount for Administrative and General costs in its annual budget. NIES shall work with NEMS in discharging these obligations pursuant to Section V(A) below.

B. Specific Resource Investigations
The NIES Board shall be responsible for voting on whether or not to initiate a Specific Resource Investigation consistent with its Resource Policies and Procedures. Upon a majority vote by the NIES Board to initiate a Specific Resource Investigation, NIES shall determine which of its members wish to become Participating Members and shall establish an Investigation Committee to govern the Specific Resource Investigation. Participating Members shall enter into a Specific Resource Investigation Agreement which shall govern the rights and obligations of the Participating Members, NIES and NEMS regarding the Specific Resource Investigation.

1. Investigation Committee Representation. Each Participating Member shall appoint a Participating Member Representative to each Specific Resource Investigation Committee that is created.

C. Resource Approval

Upon the conclusion of a Specific Resource Investigation, the NIES Board shall determine whether the Resource under investigation is consistent with its Resource Policies and Procedures. Upon a majority vote by the NIES Board approving the Resource, NIES shall determine whether any of its members wish to become Participating Members in such Resource as a NIES-Owned Resource. If one or more NIES members agrees to become a Participating Member in the Resource as a NIES-Owned Resource, then NIES shall establish a Resource Committee to govern the acquisition of the NIES-Owned Resource. Prior to acquiring the NIES-Owned Resource, NIES and each of the Participating Members shall negotiate an extension of the Specific Resource Investigation Agreement or execute a Resource Agreement pursuant to Section VI, below, which shall govern the rights and obligations of the Participating Members, NIES and NEMS regarding the Resource acquisition.

1. Resource Committee Representation. Each Participating NIES Member shall appoint a Participating Member Representative to each Resource Committee that is created with respect to a NIES-Owned Resource.

D. NIES May Acquire and Own NIES-Owned Resources

NIES is authorized to acquire, own, operate and manage NIES-Owned Resources, regardless of whether such Resource was the subject of a Specific Resource Investigation, pursuant to a Resource Agreement and pursuant to Section VI below. The costs of such NIES-Owned Resources shall be allocated only to Participating Members pursuant to the PCRs set forth in a Resource Agreement. NIES may exercise this authority only upon a majority vote of its Board. Upon approval of the NIES Board and the applicable Resource Committee, a NIES-Owned Resource may be owned by an independent subsidiary or corporate affiliate of NIES.

E. Coordination with NEMS

NIES shall be responsible for coordinating with NEMS for the provision of cost-recovery, investigative or resource management services with respect to any general resource investigation, Specific Resource Investigations and the management of any NIES-Owned Resource. NIES may request, upon approval by the NIES Board of Directors, the provision of resource management services from NEMS in support of any Member-Owned Resource.

F. NIES Creditworthiness and Credit Support Obligations

NIES shall satisfy all applicable creditworthiness and credit support requirements pursuant to Section VII below.

V. NEMS' GENERAL RIGHTS AND OBLIGATIONS

A. Cost-Recovery Services

NEMS shall provide NIES and Member certain financial record keeping, accounting and billing services related to this Agreement as described in this Section. Such services may include: (i) determining the Member Payment Amount under this Agreement; (ii)

determining any other amounts owed to NIES by Member for goods, services, overhead or for any other reason; (iii) billing Member for any amounts owed by Member to NIES under this Agreement; (iv) determining any amounts that may be owed by NIES to Member under this Agreement; and (v) such other accounting and billing services as NIES may assign to NEMS. NIES may delegate to NEMS the right to enforce all payment obligations of Member to NIES. In addition, NIES may delegate to NEMS the responsibility and authority to monitor Member's compliance with creditworthiness and Credit Support requirements under this Agreement or any Resource Agreement and notify NIES if Member is not in compliance. Member consents to this delegation of responsibility to NEMS.

B. Specific Resource Investigations

Upon the majority vote of the NIES Board to initiate a Specific Resource Investigation, NEMS shall conduct a Specific Resource Investigation. NEMS shall serve at the direction of the Investigation Committee created by NIES to govern such Specific Resource Investigation. Such investigation would include, among other things, a detailed analysis of the costs, mechanical availability, risks, transmission capacity and other relevant factors associated with a specific generating facility or resource. The costs associated with such Specific Resource Investigation shall be allocated only to those NIES members that have elected to participate in such Specific Resource Investigation pursuant to a Specific Resource Investigation Agreement, and all other NIES members shall be held harmless.

C. Provision of Resource Management Services

At the request of NIES, NEMS shall provide cost-recovery and resource management services with respect to any NIES-Owned Resource. Such resource management services may include, but are not limited to the acquisition of transmission service, power delivery, resource shaping, surplus sales, and mitigation of underperformance or unavailability of the resource. The costs associated with such cost-recovery and resource management services shall be allocated only to those NIES members that have elected to participate in such NIES-Owned Resource and all other NIES members shall be held harmless. NEMS may, upon request of NIES and by approval of the NEMS Board of Directors, provide cost-recovery and resource management services with respect to any Member-Owned Resource pursuant to a Resource Agreement.

D. Resource Management Committee

NEMS shall establish and maintain a Resource Management Committee ("RMC") as a standing committee of NEMS. The representatives on the RMC shall be composed of at least seven representatives, with at least three representatives appointed by NIES, three representatives appointed by NESC and one representative appointed by the Board of NEMS (provided that NEMS' representative has not otherwise been appointed by NIES or NESC). Each Member shall have the right to appoint a representative or designee to the RMC provided that each Member shall have no more than one representative on the RMC, including any representative appointed by the NESC, NIES or NEMS Boards. The RMC shall be the technical advisory committee that provides direction to NEMS staff and recommendations to the Board of NEMS on technical and policy matters arising under this Agreement, subject to the policy guidance provided by the Board of NEMS. For the

avoidance of doubt, the authority of the RMC is not intended to overlap with or duplicate the authority of an Investigation Committee or a Resource Committee established pursuant to this Agreement to oversee and manage a Specific Resource Investigation or a Resource development. In addition, the RMC shall develop and submit for approval by NIES creditworthiness and Credit Support policies and a General Resource Investigation as described below:

1. Creditworthiness and Credit Support Policies. Such policies shall include the following:

- i. Creditworthiness and Credit Support standards, policies and requirements applicable to NIES and to each NIES member to the extent they have a PCR for a NIES-Owned Resource; and
- ii. Creditworthiness, Credit Support and financial risk standards applicable to Power suppliers and other counterparties with whom NIES or NESC or their individual Members may transact business pursuant to this Agreement.

2. General Resource Investigation. The RMC shall conduct a General Resource Investigation at least every two years. The General Resource Investigation shall evaluate the amount and type of existing Resources; estimate the new load obligations of NIES members, and provide guidelines for the type and amount of resources that may be available to NIES members every two years. The General Resource Investigation shall analyze and evaluate projected total resource costs, including costs associated with fuel, shaping and management services; risks associated with potential resources; transmission availability and costs; compliance with and/or costs associated with applicable state and federal laws and regulations; timing of resource online date or availability; counterparty viability and creditworthiness; resource diversity and long-term planning; and comparison to other resource options. The General Resource Investigation shall not include resources that have a significant adverse regulatory impact on NIES members. The General Resource Investigation shall take into consideration the state and/or federal renewable portfolio standard requirements and/or similar legislation or regulation applicable to NIES members. The costs for such General Resource Investigations shall be allocated to NIES' members pursuant to Section IV(A).

VI. RESOURCE AGREEMENTS

A. NIES-Owned Resources

Prior to acquiring, developing, owning, operating and/or managing a NIES-Owned Resource, NIES and all Participating Members shall negotiate and execute a written Resource Agreement or agreements governing the terms and conditions applicable to such NIES-Owned Resource. The Resource Agreement shall, among other things, assign each Participating Member a PCR and a Fixed Purchase Amount with respect to the NIES-Owned Resource. Each Participating Member shall be entitled to the full and exclusive use of its Fixed Purchase Amount of the NIES-Owned Resource, including any associated Nonpower Attributes.

B. Member-Owned Resources

Prior to acquiring, developing, owning, operating and/or managing a Member-Owned Resource, NIES and all Participating Members shall negotiate and execute a written Resource Agreement governing the terms and conditions applicable to each Member-Owned Resource. The Resource Agreement shall, among other things, assign each participating member a PCR and Fixed Purchase Amount with respect to the Member-Owned Resource. Each Participating Member shall be entitled to the full and exclusive use of its Fixed Purchase Amount of the Member-Owned Resource, including any associated Nonpower Attributes.

C. Indemnity by Participating Members of other NIES Members

Each Resource Agreement shall require the Participating Members to be solely liable for their share of the Resource costs consistent with their respective PCRs in the Resource. Participating Members shall indemnify and hold harmless any non-participating NIES members from any and all costs, claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to a Resource. Notwithstanding the foregoing, Participating Members may also be required to provide reasonable credit support instruments, including letters of credit, guarantees, other contractual and financial assurances, counterparty waivers and/or releases and take other reasonable measures, including giving consideration to project ownership structures that will minimize financial risk to non-participating NIES Members.

VII. CREDITWORTHINESS AND CREDIT SUPPORT

A. NIES Shall Establish General Creditworthiness and Credit Support Obligations

NIES shall consider the creditworthiness and credit support policies, standards and requirements recommended by the NEMS Resource Management Committee. NIES shall adopt creditworthiness and credit support policies, requirements and standards that will be applicable to (i) NIES, (ii) all members (iii) all members of NIES that elect to participate in a NIES-Owned Resource and (iv) to counter-parties with whom NIES transacts business.

B. NIES Compliance With Creditworthiness and Credit Support Obligation

NIES shall (i) meet and comply with on a continuous basis, general creditworthiness and credit support policies, standards and requirements adopted by the NIES Board, (ii) bundle credit support provided by participating members when necessary and feasible to acquire NIES-Owned Resources, and (iii) meet the financial and other obligations of NIES under this Agreement.

C. Member General Creditworthiness and Credit Support Obligations

Member shall: (i) meet and comply with on a continuous basis, general creditworthiness and credit support policies, standards and requirements adopted by the NIES Board, (ii) provide additional credit support as necessary and proportionate to its PCR for each NIES-Owned Resource in which Member elects to participate, and (iii) meet the financial and other obligations of Member under this Agreement.

1. Limitations on Credit Support Obligations; Illegality. Notwithstanding any provision in this Section VII, or any other provision in this Agreement, nothing in this Agreement shall require Member, without the express approval of its governing body, to pledge or purport to pledge its credit for any financial obligation of another member of NIES, or of NESC or any of its members, or to assume a credit or payment obligation of any NIES member or of NESC or any of its members, or to pledge its credit in violation of state or federal law. Nor shall any provision of this Agreement require NIES to pledge its credit in violation of state or federal law.

D. Forms of Credit Support

To the extent that any Party is required to provide credit support under the terms of this Agreement, such Party may satisfy this obligation by posting a letter of credit; making a cash prepayment; obtaining a guaranty of performance executed by a creditworthy entity; posting other acceptable collateral; or some other mutually agreeable method of satisfying the creditworthiness standards contained in a Resource Agreement and policies adopted by the NIES Board.

E. Failure to Meet Creditworthiness and Credit Support Obligations

NIES may include in any Resource Agreement a provision that if any Party should: (i) fail to meet and maintain the creditworthiness standards, requirements and policies adopted by the NIES Board, or (ii) fail to meet its credit support requirements with regard to any NIES-Owned Resource approved by the NIES Board pursuant to this Agreement then within five (5) business days such Party shall post and provide new or additional credit support in an amount required to secure the Party's proportionate share of any existing, new or enhanced credit support requirement. The Participating Members in any Member-Owned Resource may include a comparable provision in any Resource Agreement.

F. Enhanced Credit Support by Member

NIES may require Member to provide enhanced credit support under the following circumstances, including, but not limited to: Member (or its guarantor if applicable) is failing to perform or defaulting under other contracts; Member has committed an Event of Default as defined in Section VIII; Member experiences a material adverse change in its financial condition; or Substantial changes in market prices occur, which materially and adversely impact Member's ability to perform under this Agreement or cause a NIES counter-party to require NIES or Member to provide additional or enhanced Credit Support.

VII. DEFAULTS AND REMEDIES

A. Events of Default

Each of the following shall constitute an Event of Default with respect to any Party:

1. Failure to Pay Amounts When Due. The failure of any Party to make when due any payment required to be made pursuant to this Agreement if the failure to pay is not

remedied within five (5) business days after written notice of such failure is given to the non-paying Party.

2. Failure to Provide Credit Support When Due. The failure of a Party to provide and maintain adequate credit support consistent with the requirements established pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice of such failure.

3. Failure to Satisfy Other Material Performance Obligation. The failure of a Party to satisfy any material performance obligation required under this Agreement, a Specific Resource Investigation Agreement or a Resource Agreement. This expressly includes, but is not limited to, the failure by any Party, when required to do so pursuant to the terms of this Agreement, to provide adequate assurances of its ability to perform all of its outstanding material obligations to another Party to this Agreement or other agreement entered into pursuant to this Agreement under which such Party has a material performance obligation. Upon receipt of written notice that a Party has failed to satisfy any material performance obligation, the defaulting Party shall have thirty (30) days in which to cure such default before the non-defaulting Parties may exercise any of the remedies set forth below.

4. Cross-Defaults. A Cross-Default shall be an Event of Default of this Agreement. A Cross Default shall include any default by a Party of any material performance or payment obligation to a third-party pursuant to an agreement other than this Agreement. A Cross-Default shall also include the filing of a voluntary or involuntary bankruptcy petition or the filing of any judicial or administrative action for reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any federal bankruptcy, state receivership or other insolvency law by a Party or its Credit Support Provider. Each Party shall be obligated under this Agreement to immediately inform the other Parties of any Cross-Default.

B. Time is of the Essence

The Parties agree that prompt performance of all obligations is essential and that failure of any Party to timely pay financial obligations, to meet creditworthiness standards, or to meet its Credit Support obligations will cause injury to the other.

C. Remedies

Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the remedies described below. Such remedies shall be cumulative and not exclusive, and are in addition to any other remedies that may be available at law or in equity

1. Recover amounts due. In the event of a payment default, the defaulting Party shall continue to be liable for any payment obligation, plus interest on the delinquent amount, calculated from the date the payment was originally due until paid. In such case, the non-defaulting Party may also set-off against the unpaid amount owed to it by the defaulting Party against any unpaid obligation owed by it to the defaulting Party.

2. Increased Security. Upon the occurrence of any Event of Default, the non-defaulting Parties may require the defaulting Party to provide additional security to the maximum extent allowed under the terms hereof.

3. Call on Security. In the event of a payment default, the Party to which payment is owed may call on any letter of credit or other credit support commitment under which it has the right to call pursuant to this Agreement in order to assure performance of the payment obligation in question.

4. Further Assurances. Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the right to require the defaulting Party to provide adequate assurances of its ability to perform all material obligations arising under this Agreement.

5. Termination. Upon the occurrence of an Event of Default by a Party, the non-defaulting Parties shall have the right to terminate this Agreement as to the defaulting Party.

D. Limitation on Damages

To the fullest extent permitted by law, no Party shall be liable to any other Party for any indirect, consequential, multiple or punitive damages.

E. Indemnity and Hold Harmless; Attorney Fees and Costs

A defaulting Party will, on demand, indemnify and hold harmless the non-defaulting Parties for and against all reasonable out-of-pocket expenses, including all legal fees and costs after default incurred by such other Parties by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the defaulting Party is a party, including, but not limited to, costs of collection.

VIII. ASSIGNMENTS

Except as expressly provided below, none of the rights and obligations arising under this Agreement may be assigned by any Party to any third-party without first obtaining the written consent of each other Party to this Agreement. Notwithstanding the forgoing, any Party may assign, transfer, mortgage or pledge its interest in this Agreement as security for any obligation secured by any loan or credit agreement, mortgage or similar lien.

IX. RIGHTS OF ACCESS, RECORDS AND ACCOUNTS

A. NIES Documents

NIES shall maintain a schedule and supporting documentation that shall identify all NIES-Owned Resources and associated costs, Member's PCR with respect to each NIES-Owned Resource, the Member Payment Amount, and any outstanding credit support obligation of Member. NIES shall make the schedule and supporting documentation available to Member upon request.

B. NIES Accounting

NIES shall keep accurate records and accounts in accordance with generally accepted accounting principles. Promptly after the close of each fiscal year, NIES shall cause such records and accounts of all transactions of NIES with respect to such fiscal year to be subject to an annual audit. NIES shall without delay provide a copy of each such annual audit, including all written comments and recommendations to Member.

C. Access to Books and Records

Member shall at all times have reasonable access during business hours to examine any and all of the books, records and supporting worksheets and data of NIES as may be appropriate to determine the accuracy of any charges or payments required to be made by Member to NIES. If such books, records and supporting worksheets and data of NIES contain information about one or more other members, NIES shall excise any identification of specific other members or provide such information to an independent certified public accountant or other independent representative of Member under a confidentiality agreement. If, after such examination of NIES' records, there is still a dispute as to the accuracy of any charge and the Member proceeds with mediation, arbitration or litigation, only requirements of confidentiality imposed by a mediator, arbitrator or court shall be applied.

D. Record Retention

NIES shall maintain all books and records that it is required to maintain under this Agreement, contracts with third parties, any applicable industry standards, and any applicable state and federal laws. NIES shall maintain a written policy for the retention, maintenance and destruction of records that complies with the foregoing requirements.

X. MISCELLANEOUS

F. Amendments

This Agreement may be amended only upon the mutual written agreement of all Parties hereto.

G. Good Faith

The Parties shall act in good faith towards each other in relation to all activities and dealings contemplated by this Agreement, including: (i) by providing timely and complete data and information that the other Party may need to carry out its responsibilities under this Agreement; and (ii) by attending diligently to the conduct of all of its duties and activities in relation to this Agreement. In addition, the Parties agree to cooperate and work with BPA, other NIES members, and third parties with whom NIES has contracted for services to meet its obligations under this Agreement, including by providing timely responses to requests by any other Party for data and information.

H. Severability

If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced

as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

I. Governing Law and Venue

Except to the extent governed by applicable federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. Notwithstanding the foregoing, with respect to any Member, such Member's authority to enter into this Agreement shall be determined under the laws of the state in which it is organized. Venue for any litigation pursuant to this Agreement shall be in the state or federal courts located in Multnomah County, Oregon.

J. Invoices

All payments from one Party to another under this Agreement shall be due thirty (30) days after the date the invoice is received. This provision shall not preclude the Parties from mutually agreeing to a due date of less than 30 days on a case by case basis.

In the event that the Party receiving an invoice disputes all or part of the invoiced amount, the receiving Party shall pay the full invoiced amount when due without set-off or deduction of any kind. The Parties shall thereafter resolve the disputed invoice amount pursuant to the mediation and arbitration procedures set forth in Section XI(F) below.

K. Mediation and Arbitration

If a dispute arises out of or relates to this Agreement, including all attachments hereto, or the breach thereof, the Parties involved in the dispute shall first in good faith seek to resolve the dispute through negotiation. If the disputing Parties do not resolve the dispute within thirty (30) days after a request by either such Party for negotiations, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association.

If the matter is not resolved by negotiation or mediation, it shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall administer the arbitration and act as appointing authority of the arbitrator. Each Party to the arbitration shall bear their own costs and expenses of the arbitration, including attorneys and expert witness fees, and shall equally share the fees and costs and expenses of the arbitrator and the administrative expenses of the arbitration. The award of the arbitrator shall be final, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The arbitration shall be conducted in Portland, Oregon, unless the Parties agree otherwise.

L. Information Requirements

Subject to any applicable confidentiality agreement, the Parties shall each furnish to the other promptly upon request any and all information about itself, its financial condition, business and properties that may be necessary or desirable to facilitate any transactions or financing undertaken by the requesting Party or any continuing disclosure obligation incurred by the requesting Party in connection with any such financing.

M. Force Majeure

In the event that a Party is prevented or delayed, directly or indirectly, from the performance of any of its respective obligations hereunder by a Force Majeure Event, then (i) such Party (the "Affected Party") shall be excused from the performance of such obligations for so long as, and to the extent that, the Force Majeure Event prevents or delays such performance; (ii) such failure shall not be deemed to be a breach or default of this Agreement; and (iii) the time within which or by which the Affected Party is required to perform any such obligation under this Agreement shall be extended by a period of time equal to the period of delay arising from such Force Majeure Event.

N. Rules of Construction

The descriptive headings of the various Sections and subsections of this Agreement and the Exhibits attached hereto have been inserted for convenience of reference only and shall not be construed as to define, expand, or restrict the rights and obligations of the Parties.

Wherever the term "including" is used in this Agreement and the Exhibits attached hereto, such term shall not be construed as limiting the generality of any statement, clause, phrase or term.

O. Notices

All notices, requests, statements or payments provided for, required or permitted by this Agreement shall be sufficient for any and all purposes under this Agreement when transmitted by facsimile, first class United States Mail, hand delivery, or a private express delivery service to the facsimile numbers or addresses provided below.

P. No Third Party Beneficiaries

No provision of this Agreement shall in any way inure to the benefit of any third party, so as to constitute any such person as a third party beneficiary under this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a Party hereto.

Q. Counterparts

This Agreement may be executed in multiple counterparts by the Parties but shall be construed as one Agreement.

R. Relationship of Parties

This Agreement shall not create any partnership or joint venture among the Members and the Members shall not hereunder be deemed as partners, joint venturers, or associated in any manner which obligates them for the liabilities, obligations, debts, defaults, negligence, or miscarriages of any other Member. Except for obligations of individual Members arising under Resource Agreements or other contracts with NIES related to each Resource, no Member shall be liable for any bond, note, indebtedness or other obligation of NIES or any other Resource; nor shall any Member be liable for the indebtedness of any other Member or for any indebtedness or other obligation of a Specific Resource Investigation or Resource Agreement in which it did not participate.

Joint Resource Planning and Acquisition Agreement 06/27/2014

Dated this 10 day of December, 2014.

NORTHWEST ENERGY MANAGEMENT SERVICES  By: John D. Saven Its: Chief Executive Officer Date: 12/11/2014	NORTHWEST INTERGOVERNMENTAL ENERGY SUPPLY  By: Dwight Langer Its: President Date: 12/10/2014
CITY OF RICHLAND P.O. Box 190 Richland, WA 99352 (509) 942- 7403 (509) 942-7405 Phone # Fax #  (signature) By: Cynthia D. Johnson Its: City Manager Date:	

RESOLUTION NO. 118-14

A RESOLUTION of the City of Richland Authorizing
Execution of a Joint Resource Planning and Acquisition
Agreement.

WHEREAS, the City of Richland is a member of the Northwest Intergovernmental Energy Supply (NIES), an inter-governmental entity formed and existing pursuant to Oregon Revised Statutes, Chapter 190; and

WHEREAS, Northwest Energy Management Services (NEMS) is a Cooperative under Oregon Revised Statutes, Chapter 62; and

WHEREAS, the City and NIES are currently parties to a Load Commitment Agreement (LCA), and NIES and NEMS are parties to a Joint Pooling Agreement (JPA). The purpose of the LCA and JPA are to meet part or all of the City's wholesale power needs that are not being served by the Bonneville Power Administration (BPA); and

WHEREAS, the City wishes to enter into a contract with NIES and NEMS, entitled the Joint Resource Planning and Acquisition Agreement (JRPAA). The JRPAA would have the effect of superseding and replacing the LCA and JPA, and would provide the basis by which NIES and NEMS would help the City meet its wholesale power needs that are not being served by BPA; and

WHEREAS, the City's Director of Energy Services, acting as the City's representative to the NIES Board of Directors, has reviewed and approved the JRPAA, which was prepared by NIES' technical and legal consultants; and

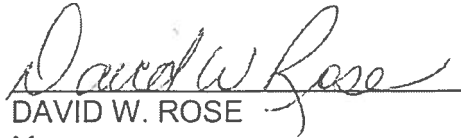
WHEREAS, Richland City Council wishes to authorize its City Manager to complete and execute the JRPAA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Council hereby approves the Joint Resource Planning and Acquisition Agreement with Northwest Intergovernmental Energy Supply and Northwest Energy Management Services.

BE IT FURTHER RESOLVED that City Council hereby authorizes and directs the City Manager to complete, execute and deliver the JRPAA and all other documents and instruments as may be necessary or appropriate in order to carry out the intent of this Resolution.

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

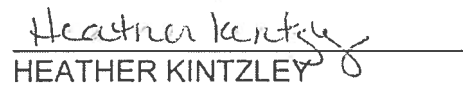
ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of September, 2014.


DAVID W. ROSE
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY
City Attorney

CREDIT AND RISK MANAGEMENT POLICY

*Governing Market Purchases Effective FY 2020
or Later*

Adopted by the Boards of NESC and NIES on August 31, 2016

I. Introduction

The purpose of this Credit and Risk Management Policy (“Policy”) is to establish credit and risk management guidelines that apply to any market purchase starting in Fiscal Year¹ (“FY”) 2020 or later made by NESC and/or NIES on behalf of its/their member(s).

This Policy, developed by the Resource Management Committee (“RMC”) of Northwest Energy Management Services (“NEMS”) and adopted by the Boards of Northwest Energy Supply Cooperative (“NESC”) and Northwest Intergovernmental Energy Supply (“NIES”), becomes effective on August 31, 2016.

Each NESC member has a Joint Resource Planning and Acquisition Agreement (“JRPAA”) with NESC and NEMS. Similarly, each NIES member has a nearly identical JRPAA with NIES and NEMS. The JRPAA is the umbrella agreement under which a member has the right to participate in a NESC or NIES Owned Resource. A member may elect to purchase a market purchase from NESC or NIES by executing the Master Resource Agreement for Market Purchases (“Master Resource Agreement”) with NESC or NIES. The Master Resource Agreement authorizes NESC or NIES to purchase on behalf of a member and obligates that member to pay for a specified amount of a particular market purchase (referred to as a “Transaction” in the Master Resource Agreement) at a specified price. The Master Resource Agreement and JRPAA provide for remedies against the member upon failure to meet its obligations. All capitalized terms used within this Policy shall have the respective meanings set forth in the JRPAA and/or Master Resource Agreement, or as defined within this Policy.

II. Ongoing Monitoring of Counterparties’ Creditworthiness

NEMS shall provide a thorough evaluation of each potential counterparty’s creditworthiness prior to any transaction undertaken by NESC and/or NIES, which will include a third party credit review of each counterparty.

¹ Each “Fiscal Year” begins October 1 and ends September 30.

Additionally, NEMS shall provide regular and ongoing monitoring and analysis of the creditworthiness of any counterparty with whom NESC and/or NIES has a Transaction, and shall provide a report of such at least quarterly to the RMC. In addition, such quarterly reports will include analysis of NESC and NIES' market positions with respect to all outstanding Transactions.

III. NESC Member Requirements to Support NESC's Creditworthiness and Credit Support Requirement

As provided below, NESC members are required to support NESC in its demonstration of its creditworthiness and/or response to a credit support requirement, such as provision of a letter of credit. This may include member providing a legal opinion from their general counsel affirmatively stating its legal ability to participate in that particular form of credit support, proportional to their Fixed Purchase Amounts.

All NESC members shall provide a copy of their audited annual financial statements to NESC on a yearly basis. Additionally, NESC members shall provide any other financial information upon request by NESC.

In addition, each NESC member that has an executed Master Resource Agreement with NESC shall be subject to the following:

- A. To the extent member has an outstanding Transaction, member shall provide credit support based on its Fixed Purchase Amount in proportion to the sum of all Fixed Purchase Amounts. To the extent NESC has been extended unsecured credit (which may also be called a collateral threshold) by a counterparty, such unsecured credit shall be applied proportionally to all NESC members that have one or more Transactions with that counterparty, and shall be reallocated any time there is a change to NESC's outstanding Transactions and/or amount of unsecured credit.
- B. The form and amount of credit support may vary for each Transaction. Options available may include one or more of the following:
 - 1) Member will execute a guarantee to the Counterparty guaranteeing payment for its proportionate share of all Transaction(s) with that Counterparty.
 - 2) Member will execute a reimbursement agreement and/or guarantee agreement with a financial institution to support a line and/or letter of credit issued in NESC's name.
 - 3) Member will execute a security agreement, reimbursement agreement and/or guarantee agreement with NESC to support a line and/or letter of credit issued in NESC's name.
 - 4) Member will provide cash to NESC within two business days of NESC's demand. The amount of cash will be in proportion to the member's Fixed Purchase Amount and based on the estimated amount of an impending or issued margin call by a counterparty.

To the extent NESC has a credit facility with a financial institution (such as a line of credit and/or a letter of credit), the fees associated with those credit facilities shall be allocated as follows:

- Any fees associated with the issuance of a letter of credit to a counterparty will be directly and proportionally allocated to only those members who have an outstanding Transaction(s) with that counterparty. Each member's allocated share shall be equal to the sum of its Fixed Purchase Amounts with that counterparty divided by the sum of all NESC members' Fixed Purchase Amounts with that counterparty.
- Any other fees, such as upfront fees and annual maintenance fees, associated with the credit facilities shall be included in the Administrative and General budget of NESC.

IV. NIES Member Requirements to Support NIES' Creditworthiness and Credit Support Requirement

As provided below, NIES members are required to support NIES in its demonstration of its creditworthiness and/or response to a credit support requirement, such as provision of a letter of credit. This may include member providing a legal opinion from their general counsel affirmatively stating its legal ability to participate in that particular form of credit support, proportional to their Fixed Purchase Amounts.

All NIES members shall provide a copy of their audited annual financial statements to NIES on a yearly basis. Additionally, NIES members shall provide any other financial information upon request by NIES.

In addition, each NIES member that has an executed Master Resource Agreement with NIES shall be subject to the following:

- A. To the extent member has an outstanding Transaction, member shall provide credit support based on its Fixed Purchase Amount in proportion to the sum of all Fixed Purchase Amounts. To the extent NIES has been extended unsecured credit (which may also be called a collateral threshold) by a counterparty, such unsecured credit shall be applied proportionally to all NIES members that have one or more Transactions with that counterparty, and shall be reallocated any time there is a change to NIES' outstanding Transactions and/or amount of unsecured credit.
- B. The form and amount of credit support may vary for each Transaction. Options available may include one or more of the following:
 - 1) Member will execute a guarantee to the Counterparty guaranteeing payment for its proportionate share of all Transaction(s) with that Counterparty.
 - 2) Member will execute a reimbursement agreement and/or guarantee agreement with a financial institution to support a line and/or letter of credit issued in NIES' name.
 - 3) Member will execute a security agreement, reimbursement agreement and/or guarantee agreement with NIES to support a line and/or letter of credit issued in NIES' name.
 - 4) Member will provide cash to NIES within two business days of NIES demand. The amount of cash will be in proportion to the member's Fixed Purchase

Amount and based on the estimated amount of an impending or issued margin call by a counterparty.

To the extent NIES has a credit facility with a financial institution (such as a line of credit and/or a letter of credit), the fees associated with those credit facilities shall be allocated as follows:

- Any fees associated with the issuance of a letter of credit to a counterparty will be directly and proportionally allocated to only those members who have an outstanding Transaction(s) with that counterparty. Each member's allocated share shall be equal to the sum of its Fixed Purchase Amounts with that counterparty divided by the sum of all NIES members' Fixed Purchase Amounts with that counterparty.
- Any other fees, such as upfront fees and annual maintenance fees, associated with the credit facilities shall be included in the Administrative and General budget of NIES.

V. Ensuring Full and Timely Payment by NESC Member to NESC

A. Two Month Prepay.

To ensure full and timely payment by NESC to counterparties and to protect other NESC members against a NESC member's failure to pay, member shall pay NESC two months prior to the month of delivery. The due date for NESC to pay counterparties is typically two to three weeks after the month of delivery. Consequently, NESC will have financial reserves of at least two months of power supply at any given point in time.

On an annual fiscal year basis and for each Transaction, NESC and member shall abide by the following process:

- (a) Prior to July 15th, NESC will provide member with its estimated monthly invoice amounts.
- (b) Each month, NESC will invoice member on or before the fifth (5th) of that month for power deliveries that will occur two months subsequent. For example, NESC will invoice member on or before August fifth (5th) for October's power supply. Invoices will be delivered via email.
- (c) NESC will perform an automated clearing house electronic funds transfer directly from the member's bank account on or after the tenth (10th) of the month invoiced. NESC will immediately know whether a member has failed to make full and timely payment. NESC will notify member electronically or in writing of being in default and provide a grace period of five (5) business days to cure the default before beginning formal proceedings to obtain overdue funds and seek damages as appropriate.
- (d) This process will be repeated monthly for each fiscal year.
- (e) Defaulting member forfeits its right to any future power deliveries from any outstanding Transaction.
- (f) NESC will make full and timely payment to counterparty via wire transfer.

A member may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice within twelve months of the date the invoice, or adjustment to an invoice, was rendered.

Nevertheless, the member must make full and timely payment of any disputed invoice. Any adjustment to the disputed invoice will occur as needed.

B. Credit Support Reserves.

In addition to the two month prepay and to further ensure full and timely payment by NESC to counterparties and to protect other NESC members against a NESC member's failure to pay, member shall be required to provide "Credit Support Reserves" to the benefit of NESC.

"Credit Support Reserves" may be provided in the form of any of the following:

- Letter or Line of Credit to the benefit of NESC; and/or
- Cash held in a bank account dedicated to the sole benefit of NESC.

NEMS shall calculate and inform member of its required amount of Credit Support Reserves to be held for the upcoming fiscal year. Notice of the amount shall be given to member no later than July 15th. Member shall demonstrate such Credit Support Reserves to NEMS no later than September 1st. NEMS may also request that member demonstrate its Credit Support Reserves from time to time during each fiscal year. The amount of Credit Support Reserves required to be held by a member shall be calculated as described below:

- (1) The sum of each outstanding Transaction, which is calculated by multiplying member's Fixed Purchase Amount (converted to megawatt hours) by the Transaction Price, as shown in the member's Exhibit A of its Master Resource Agreement;
- (2) Minus the two month prepay amount (averaged for the fiscal year) as calculated in Section V.A. above;
- (3) Multiplied by ten percent (10%).

VI. Ensuring Full and Timely Payment by NIES Member to NIES

A. Two Month Prepay.

To ensure full and timely payment by NIES to counterparties and to protect other NIES members against a NIES member's failure to pay, member shall pay NIES two months prior to the month of delivery. The due date for NIES to pay counterparties is typically two to three weeks after the month of delivery. Consequently, NIES will have financial reserves of at least two months of power supply at any given point in time.

On an annual fiscal year basis and for each Transaction, NIES and member abide by the following process:

- (a) Prior to July 15th, NIES will provide member with its estimated monthly invoice amounts.
- (b) Each month, NIES will invoice member on or before the fifth (5th) of that month for power deliveries that will occur two months subsequent. For example, NIES will invoice member on or before August fifth (5th) for October's power supply. Invoices will be delivered via email.
- (c) NIES will perform an automated clearing house electronic funds transfer directly from the member's bank account on or after the tenth (10th) of the month invoiced.

NIES will immediately know whether a member has failed to make full and timely payment. NIES will notify member electronically or in writing of being in default and provide a grace period of five (5) business days to cure the default before beginning formal proceedings to obtain overdue funds and seek damages as appropriate.

- (d) This process will be repeated monthly for each fiscal year.
- (e) Defaulting member forfeits its right to any future power deliveries from any outstanding Transaction.
- (f) NIES will make full and timely payment to counterparty via wire transfer.

A member may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice within twelve months of the date the invoice, or adjustment to an invoice, was rendered. Nevertheless, the member must make full and timely payment of any disputed invoice. Any adjustment to the disputed invoice will occur as needed.

B. Credit Support Reserves.

In addition to the two month prepay and to further ensure full and timely payment by NIES to counterparties and to protect other NIES members against a NIES member's failure to pay, member shall be required to provide "Credit Support Reserves" to the benefit of NIES.

"Credit Support Reserves" may be provided in the form of any of the following:

- Letter or Line of Credit to the benefit of NIES; and/or
- Cash held in a bank account dedicated to the sole benefit of NIES.

NEMS shall calculate and inform member of its required amount of Credit Support Reserves to be held for the upcoming fiscal year. Notice of the amount shall be given to member no later than July 15th. Member shall demonstrate such Credit Support Reserves to NEMS no later than September 1st. NEMS may also request that Member demonstrate its Credit Support Reserves from time to time during each fiscal year. The amount of Credit Support Reserves required to be held by a member shall be calculated as described below:

- (1) The sum of each outstanding Transaction, which is calculated by multiplying Member's Fixed Purchase Amount (converted to megawatt hours) by the Transaction Price, as shown in the member's Exhibit A of its Master Resource Agreement;
- (2) Minus the two month prepay amount (averaged for the fiscal year) as calculated in Section VI.A. above;
- (3) Multiplied by ten percent (10%).

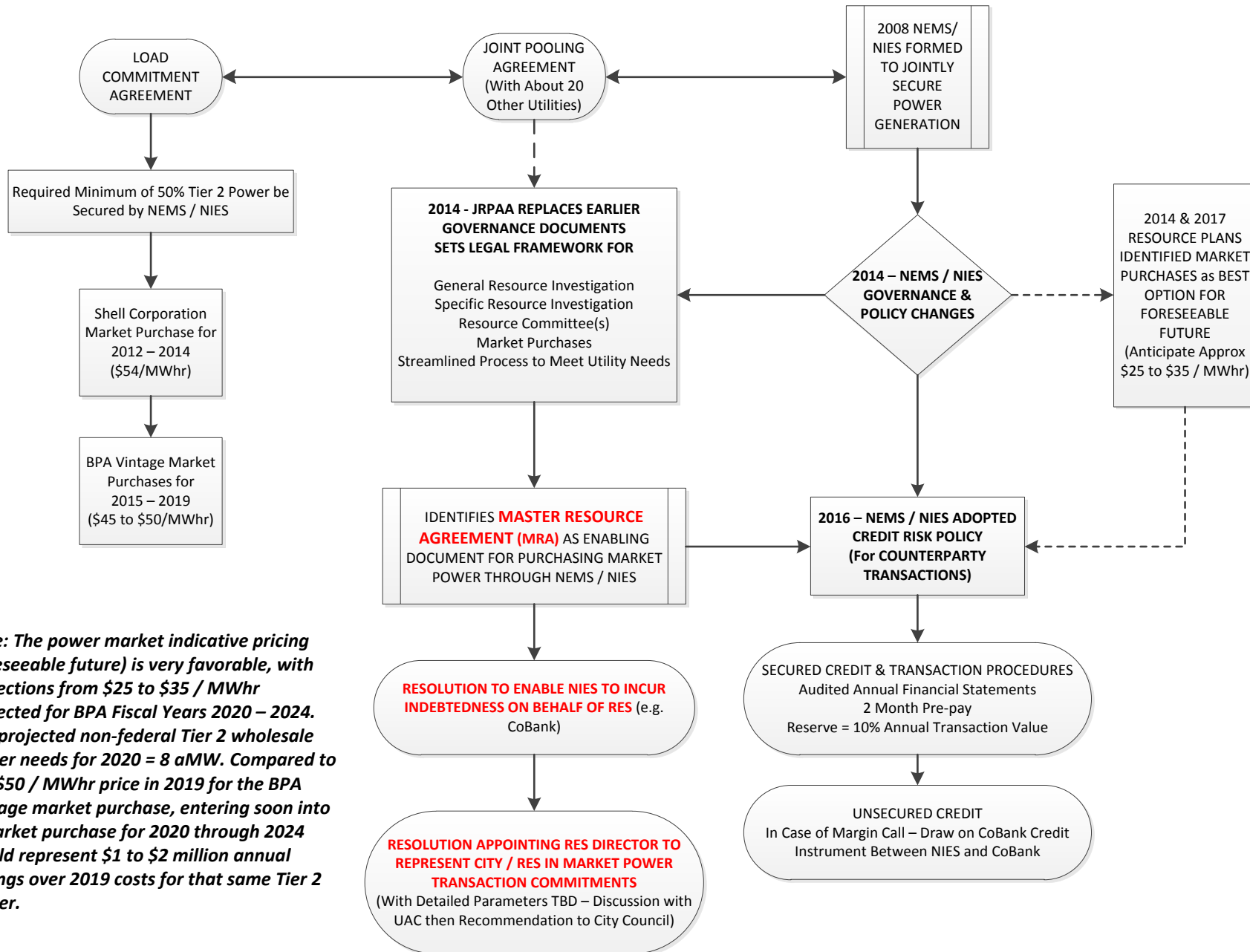
VII. NESC and NIES Retain Right to Call for Any Additional Credit Support

Notwithstanding the credit support provisions contained herein, NESC and NIES retain the right to call for any additional credit support or working capital from a member with an executed Master Resource Agreement pursuant to the terms of the JRPAA.

VIII. NESC and NIES Delegate Certain Responsibilities and Authorities to NEMS

NESC and NIES hereby delegate to NEMS the authority, on behalf of NESC or NIES, to require members to provide any and all of the credit support and other requirements contained in this Policy.

**NEMS / NIES MARKET PURCHASES FOR TIER 2 POWER
RICHLAND ENERGY SERVICES (RES)
LOGIC DIAGRAM - SEPTEMBER 2017**



Note: The power market indicative pricing (foreseeable future) is very favorable, with projections from \$25 to \$35 / MW hr projected for BPA Fiscal Years 2020 – 2024. RES projected non-federal Tier 2 wholesale power needs for 2020 = 8 aMW. Compared to the \$50 / MW hr price in 2019 for the BPA Vintage market purchase, entering soon into a market purchase for 2020 through 2024 would represent \$1 to \$2 million annual savings over 2019 costs for that same Tier 2 power.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

Agenda Category: Items of Business

Key Element: Key 3 - Economic Vitality; Key 7 - Neighborhoods & Community Safety

Subject:

City of Richland Proclamation of Welcome

Department:

City Attorney

Ordinance/Resolution Number:

N/A

Document Type:

General Business Item

Recommended Motion:

Approve the proposed Proclamation of the City of Richland Proclaiming Richland a Welcoming City for All People.

Summary:

At a workshop held on November 2, 2017, Council considered three draft proclamations intended to address the topic of inclusivity. Through Council's collaborative process, the drafts have been refined to the proposed Proclamation of Welcome now being presented for approval.

Fiscal Impact:

None.

Attachments:

I. Proposed Proclamation of Welcome



A PROCLAMATION OF THE CITY OF RICHLAND

PROCLAIMING RICHLAND A WELCOMING CITY FOR ALL PEOPLE

WHEREAS, Article I, Section I of the Washington State Constitution declares that “governments derive their just powers from the consent of the governed, and are established to protect and maintain individual rights”; and

WHEREAS, Richland believes in the dignity, equality and constitutional and civil rights of all people, and will not tolerate unlawful discrimination, harassment or any behavior that creates fear, isolation or intimidation; and

WHEREAS, both federal and state legislative authorities have established laws against discrimination, codified in Washington as Chapter 49.60 RCW and as Title VII; and

WHEREAS, pursuant to RCW 49.60.010, the Washington State Legislature finds and declares “practices of discrimination against any of its inhabitants because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability ... threatens not only the rights and proper privileges of its inhabitants but menaces the institutions and foundation of a free democratic state”; and

WHEREAS, pursuant to RCW 49.60.030, the “right to be free from discrimination because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right of the people of this state”; and

WHEREAS, the City adopted the Richland Human Rights Ordinance, codified as Title 25 RMC, with the express purpose to “promote equality and understanding among all citizens, to establish fair employment practices and fair housing practices in the city, and to eliminate and prevent discrimination in employment in credit and insurance transactions, in places of public resort, accommodation, or amusement, and in real property transactions because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap”; and

WHEREAS, the City Council hereby declares its affirmation to support, uphold, and enforce all applicable laws within the City; and

WHEREAS, pursuant to the City’s adopted Vision Statement, the vision of the City and its citizens is to continue to be “a progressive, safe and family-friendly community that welcomes diversity.” Richland’s vibrancy and sense of community is stronger for its diversity and shared values of acceptance and respect.

NOW, THEREFORE, I, Robert J. Thompson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim that the City of Richland is a city that strives in all instances and through all actions to be a welcoming City, where unlawful discrimination is not and shall not be tolerated, where laws apply equally to all citizens, and where all individuals, families, and businesses are welcome so that they may flourish and prosper within its boundaries.

IN WITNESS WHEREOF I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 21st day of November, 2017.

Robert J. Thompson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2017

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: 11/21/2017

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: 11/21/2017

Agenda Category: Reports and Comments

Key Element:

Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: