



Agenda
City Council Regular Meeting
Tuesday, December 5, 2017
City Hall Council Chamber | 505 Swift Boulevard

Executive Session - 6:00 p.m.

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

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

Agenda Item:

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

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

4. Proposed Amendments to the 2017 Budget - Ordinance No. 51-17
 - Cathleen Koch, Administrative Services Director
5. Assuming the Rights, Powers, Functions, Immunities, and Obligations of the Richland Transportation Benefit District - Ordinance No. 55-17
 - Heather Kintzley, City Attorney
6. 2018 Community Development Block Grant and HOME Funding Recommendations - Resolution Nos. 209-17 & 218-17
 - Kerwin Jensen, Community Development Director

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

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

Minutes:

7. Adopt the Minutes of the Meeting Held November 21, 2017
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

8. Ordinance No. 51-17, Approving Amendments to the 2017 Budget
 - Cathleen Koch, Administrative Services Director
9. Ordinance No. 55-17, Assuming the Rights, Powers, Functions, Immunities, and Obligations of the Richland Transportation Benefit District
 - Heather Kintzley, City Attorney
10. Ordinance No. 56-17, Approving the 2021 Council Compensation Plan
 - Cathleen Koch, Administrative Services Director

Ordinances - Second Reading/Passage:

11. Ordinance No. 48-17, Amending RMC Title 23: Zoning Regulations to add Vehicle-Based Food Vendors
 - Kerwin Jensen, Community Development Director
12. Ordinance No. 53-17, Amending RMC Title 3: Finance, Chapter 3.24 Funds
 - Cathleen Koch, Administrative Services Director
13. 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

Resolutions – Adoption:

14. Resolution No. 209-17, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for Community Development Block Grant (CDBG) Funds for 2018
 - Kerwin Jensen, Community Development Director
15. Resolution No. 218-17, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnership Program
 - Kerwin Jensen, Community Development Director
16. Resolution No. 219-17, Authorizing a Collaboration Agreement for a Regional Analysis of Fair Housing Plan
 - Kerwin Jensen, Community Development Director
17. Resolution No. 221-17, Authorizing a Purchase and Sale Agreement with Rieve Properties for 1-Acre in the Horn Rapids Business Center
 - Kerwin Jensen, Community Development Director
18. Resolution No. 222-17, Authorizing a Purchase and Sale Agreement with Anmol Enterprises, LLC for 2.5 Acres in the Horn Rapids Commercial Center
 - Kerwin Jensen, Community Development Director
19. Resolution No. 220-17, Authorizing the Energy Services Director to Represent the City of Richland Energy Services in Market Power Purchase Transactions with Northwest Intergovernmental Energy Supply
 - Bob Hammond, Energy Services Director

Items for Approval:

20. Appointments to the Americans with Disabilities Act Citizens Review Committee: David Carl and Michele Levenite
 - Heather Kintzley, City Attorney
21. Authorize Travel for Mayor Thompson and Mayor Pro Tem Christensen
 - Cindy Reents, City Manager

Expenditures - Approval:

22. Expenditures from November 13, 2017 - November 24, 2017 for \$4,466,402.97 including Check Nos. 252009-252337, Wire Nos. 6623-6630, Payroll Check Nos. 126842-127379, and Payroll Wire/ACH Nos. 10174-10189
 - Cathleen Koch, Administrative Services Director

Items of Business:

23. Resolution No. 223-17, Authorizing a Purchase and Sale Agreement with Chill Build WA, LLC for 9 Acres in the Horn Rapids Industrial Park
 - Kerwin Jensen, Community Development Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

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: 12/05/2017

Agenda Category: Presentations

Key Element:

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

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

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

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed Amendments to the 2017 Budget - Ordinance No. 51-17

Department:

Administrative Services

Ordinance/Resolution Number:

51-17

Document Type:

Presentation

Recommended Motion:

Public hearing only, item is also included on tonight's agenda as first reading of Ordinance No. 51-17.

Summary:

A public hearing is necessary for Ordinance No. 51-17, amending the 2017 Budget.

The public hearing notice was posted on December 3, 2017. First reading of the ordinance amending the 2017 Budget will occur on December 5, 2017, with the second reading and passage currently scheduled for the December 19, 2017, Council meeting.

Fiscal Impact:

Yes

The total proposed increase in appropriations to the 2017 operating budget is \$10,344,519.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Assuming the Rights, Powers, Functions, Immunities, and Obligations of the Richland Transportation Benefit District - Ordinance No. 55-17

Department:

City Attorney

Ordinance/Resolution Number:

55-17

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

This public hearing is being held pursuant to Resolution No. 217-17. The legal requirements regarding publication have been met.

Please refer to Ordinance No. 55-17 and its companion staff report on tonight's agenda for more information.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Public Hearing

Key Element:

Subject:

2018 Community Development Block Grant and HOME Funding Recommendations - Resolution Nos. 209-17 & 218-17

Department:
Community & Development Services

Ordinance/Resolution Number:
209-17, 218-17

Document Type:
Public Hearing Item

Recommended Motion:

Public hearing only; no action required.

Summary:

The 2018 Annual Action Plan (AAP) for the City of Richland and the Tri-Cities HOME Consortium is a supplement to the 2015-2019 Consolidated Plan. It describes proposed uses of 2018 funding from the US Department of Housing and Urban Development (HUD) and 2018 anticipated program income from repaid housing loans via the HOME Investment Partnership and Community Development Block Grant (CDBG) programs.

The attached staff report provides additional detail.

Resolution Numbers 209-17 & 218-17 are included for consideration later on this agenda.

Fiscal Impact:

Attachments:

1. Presentation
2. Staff Report

2018 CDBG & HOME FUNDING



PROPOSED USES

CDBG Program

- \$ 32,370 — Elijah Family Homes
- \$ 8,500 — Senior Life Resources
- \$ 10,534 — Arc of the Tri Cities
- \$101,250 — COR Public Works
- \$121,499 — COR Parks
- \$ 68,538 — Program Administration

HOME Program

- \$ 47,387 — HOME program Admin
- \$ 10,000 — Consortium Admin
- \$ 71,081 — CHDO Program
- \$555,403 — Down Payment Assist.
- \$200,000 — Reinvestment of Program Income

FUNDING TIMELINE

- | | |
|---|-----------|
| ✓ Public Hearing – Planning Commission | July |
| ✓ Solicit and Receive Applications | August |
| ✓ Applicant Presentations to the Planning Commission | September |
| ✓ Planning Commission Consideration and Recommendations | October |
| ✓ Thirty-day Citizen comment period | November |
| ✓ Council Consideration and Approval | December |



STAFF REPORT

TO: CITY COUNCIL

PREPARED BY: MICHELLE BURDEN
BLOCK GRANT COORDINATOR

MEETING DATE: DECEMBER 5, 2017

2018 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME FUNDING RECOMMENDATIONS

The 2018 Annual Action Plan (AAP) for the City of Richland and the Tri-Cities HOME Consortium is a supplement to the 2015-2019 Consolidated Plan. It describes proposed uses of 2018 funding from the US Department of Housing and Urban Development (HUD) and 2018 anticipated program income from repaid housing loans via the HOME Investment Partnership and Community Development Block Grant (CDBG) programs.

On July 26, 2017 the Planning Commission held a public hearing to receive citizen comments on the needs for the use of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME funds.

The Planning Commission recommended the following use of CDBG funding: \$32,370 Elijah Family Homes; \$8,500 Senior Life Resources; \$10,534 Arc of Tri Cities; \$101,250 Richland Public Works; \$121,499 Richland Parks and Facilities; and \$68,538 for program administration.

HOME funds will be used for Consortium-related programs and expenses: Administration of the HOME Program \$47,387; Consortium Administration of Proposed Program Income \$10,000; Consortium Community Housing Development Organization (CHDO) \$71,081; and Consortium Down Payment Assistant Program \$555,403. Reinvestment of Consortium estimated Program Income into the Down Payment Assistance Program \$200,000.

The Planning Commission's recommendations have gone through a 30 day public comment period that ended on November 30, 2017.

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

Each respective city will have undergone public comment periods, advisory board review and Council consideration of this matter prior to submittal to HUD by April 15, 2018. The submittal of the Annual Action Plan maintains the Tri-Cities HOME Consortium's ability to receive 2018 HOME Investment Partnership funding, but not the obligation.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Adopt the Minutes of the Meeting Held November 21, 2017

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on November 21, 2017

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft 112117 Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, November 21, 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, Councilmembers Anderson, Lemley and Luzzo Gilmour were present.

Also present were Assistant City Manager Amundson, City Attorney Kintzley, Energy Services Director Hammond and City Clerk Hopkins.

Agenda Item

1. 2018 Electric Utility Capital Work Plan (10 minutes)
 - Bob Hammond, Energy Services Director

Mr. Hammond gave a detailed presentation on the 2018 Electric Utility Work Plan.

2. Discuss Meeting Agenda Items (15 minutes)
 - Councilmembers

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

Ms. Kintzley explained the proposed amendment to the second Whereas in the Welcoming Proclamation made by Mayor Thompson that is on the agenda for Council action. She gave an update on a railroad track use agreement in the Horn Rapids area, as well.

Mr. Amundson said next year, Councilmembers will be using a new electronic voting system for Council meetings and they will be getting new iPads. He also announced the Council will be getting a new group photo scheduled on February 6, 2018.

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, Councilmembers Anderson, Lemley and Luzzo Gilmour were present.

Also present were Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Hammond, Police Services Director Skinner, Transportation and Development Manager Peters and City Clerk Hopkins.

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

Pledge of Allegiance

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

Approval of Agenda

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ANDERSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.

Presentations

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

Mr. Jensen said for Small Business Saturday scheduled 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 available. Area shoppers will pick up a Passport on November 25 and qualify for a drawing after visiting 10 local business.

Public Hearing

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

4. Proposed Fiber Optic Franchise Agreement with WA-CLEC LLC, dba Crown Castle - Ordinance No. 54-17
- Pete Rogalsky, Public Works Director

Mr. Peters said 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, Telecommunications, 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 the agenda.

Councilmembers had a question and answer period with Mr. Peters on the subject.

Mayor Thompson opened the public hearing at 7:37 p.m. and closed the hearing at 7:37:15 p.m. as there were no comments.

5. Proposed Relinquishments at 930 Long Avenue - Resolution No. 208-17
- Pete Rogalsky, Public Works Director

Mr. Peters said 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 concurred with the finding that the portions of existing waterline, utility, and electrical easements identified are no longer necessary for public use.

Councilmembers had a question and answer period with Mr. Peters on the topic.

Mayor Thompson opened the public hearing at 7:42 and closed the hearing at 7:42:15 as there were no public comments.

Public Comments

Nancy Doran, 1516 Johnston, Richland, WA, asked the Council to support the Proclamation of Welcome on the agenda for approval.

Ann Fraser, 570 Holly Street, Richland, WA, thanked the Council on the welcoming statement and encouraged them to approve the proclamation.

Consent Calendar

City Clerk Hopkins read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ANDERSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.

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 RMC Chapter 15.20 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

Mr. Hammond said Richland Energy Services (RES) was a founding member in 2008 of Northwest Energy Management Services (NEMS) and its member subsidiaries. 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.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LEMLEY SECONDED THE MOTION TO APPROVE RESOLUTION NO. 206-17. THE MOTION CARRIED 5-0.

26. City of Richland Proclamation of Welcome
- Heather Kintzley, City Attorney

Ms. Kintzley said 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.

Councilmember Lemley thanked the Council and staff on their work on the welcoming statement and believes it is the right thing to do at this time.

COUNCILMEMBER LEMLEY MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED THE MOTION TO ADOPT VERSION TWO OF THE PROCLAMATION OF WELCOME.

Councilmember Luzzo Gilmour said she believes the proclamation is timely and needed for Richland to continue to be a Gold Standard City.

Mayor Thompson said he believes Richland is a welcoming city compared to other cities and expressed his appreciation for the citizens, Councilmembers and staff who worked on bringing the proclamation to fruition.

THE MOTION CARRIED 5-0.

Reports and Comments

1. City Manager

Assistant City Manager Amundson said on December 1 and 2, the Winter Wonderland events will be featured at the John Dam Plaza and the Richland Community Center Howard Amon Park. He gave details about the events.

2. City Council

Mayor Pro Tem Christensen said he attended the Veteran's Day program at Badger Mountain Elementary School and was very impressed with the presentation.

3. Mayor

Mayor Thompson said he attended the Energy Community Alliance inter-governmental meeting in San Antonio, Texas. He gave details of the State of Washington break-out session that focused on the Hanford cleanup efforts.

Adjournment

Mayor Thompson adjourned the meeting at 8:02 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 51-17, Approving Amendments to the 2017 Budget

Department:

Administrative Services

Ordinance/Resolution Number:

51-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 51-17 amending the 2017 Budget.

Summary:

The proposed Ordinance No. 51-17 will amend the 2017 budget appropriations. Additional appropriations in the amount of \$10,344,519 are identified in the attached worksheet. The increases are primarily the result of new grant awards, community donations, overtime associated in fire services, fleet repairs and purchases, increased bond revenue, increases in health benefit claims and other expenditures not originally addressed within the 2017 operating budget. New revenues support \$8,514,607 of the increase. The remaining \$1,829,912 is funded by the use of existing fund balances. The attached document lists the increase in appropriations for each fund, with a brief description of the nature of the increase.

A public hearing was held on December 5, 2017 to provide public comments on the proposed ordinance. Second reading and passage of the ordinance will be presented at the Council meeting on December 19, 2017.

Staff recommends approval of Ordinance No. 51-17 for first reading.

Fiscal Impact:

Yes The total increase in appropriations to the 2017 operating budget is \$10,344,519.

Attachments:

1. Ordinance No. 51-17
2. 2017 Appropriation Changes

ORDINANCE NO. 51-17

AN ORDINANCE of the City of Richland amending the 2017 Budget to provide for additional appropriations in the City General Fund, Streets Fund, Park Reserve Fund, Criminal Justice Sales Tax Fund, Hotel/Motel Fund, Community Dev Block Grant Fund, HOME Fund, LTGO Bonds Fund, Streets Capital Construction Fund, Capital Improvement Fund, Park Project Construction Fund, Water Utility Fund, Wastewater Utility Fund, Stormwater Utility Fund, Medical Services Fund, Broadband Fund, Equipment Maintenance Fund, and Post Employment Healthcare Fund and in certain of these funds, declaring that a public emergency exists.

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

WHEREAS, certain additional revenue sources have been identified that were not anticipated when the 2017 Budget was approved, the expenditure of which is not included in current appropriations; and

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

WHEREAS, no funds were appropriated for these expenditures; and

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

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on December 5, 2017 regarding the increase in appropriations from existing fund balance.

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

Section 1. Facts Constituting Emergency. The items contained within this ordinance were not anticipated when the 2017 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, the Richland City Council declares that a public emergency exists in the City General Fund, Streets Fund, Park Reserve Fund, Criminal Justice Sales Tax Fund, Hotel/Motel Fund, Community Dev Block Grant Fund, HOME Fund, LTGO Bonds Fund, Streets Capital Construction Fund, Capital Improvement Fund, Park Project Construction Fund, Water Utility Fund, Wastewater Utility Fund, Stormwater Utility Fund, Medical Services Fund, Broadband Fund, Equipment Maintenance Fund, and Post Employment Healthcare Fund.

Section 3. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide for additional appropriations in the following funds, and from the following sources, as indicated below:

2017 BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 57,312,101	\$ 704,944	\$ 58,017,045	\$ 613,494	\$ 91,450
101	STREETS FUND	3,183,814	16,900	3,200,714	3,700	13,200
111	PARK RESERVE FUND	617,868	6,955	624,823	6,955	-
117	CRIMINAL JUSTICE SALES TAX FUND	1,841,465	6,500	1,847,965	6,500	-
150	HOTEL/MOTEL FUND	1,250,000	(5,000)	1,245,000	(5,000)	-
153	COMMUNITY DEV BLOCK GRANT FUND	589,146	33,191	622,337	-	33,191
154	HOME FUND	1,525,801	125,541	1,651,342	-	125,541
216	LTGO BONDS FUND	1,718,818	3,505,000	5,223,818	374,457	3,130,543
301	STREETS CAPITAL CONSTRUCTION FUND	16,673,471	225,232	16,898,703	-	225,232
315	CAPITAL IMPROVEMENT FUND	2,038,400	175,000	2,213,400	175,000	-
380	PARK PROJECT CONSTRUCTION FUND	2,997,773	(70,713)	2,927,060	(70,000)	(713)
402	WATER UTILITY FUND	19,828,814	227,093	20,055,907	-	227,093
403	WASTEWATER UTILITY FUND	15,440,162	1,969,016	17,409,178	-	1,969,016
405	STORMWATER UTILITY FUND	2,124,797	1,010,782	3,135,579	126,862	883,920
407	MEDICAL SERVICES FUND	4,105,874	319,000	4,424,874	88,244	230,756
408	BROADBAND FUND	1,414,958	30,700	1,445,658	9,700	21,000
502	EQUIPMENT MAINTENANCE FUND	3,911,990	64,378	3,976,368	-	64,378
522	POST EMP. HEALTHCARE PLAN FUND	1,605,800	2,000,000	3,605,800	500,000	1,500,000
TOTAL		<u>\$ 138,181,052</u>	<u>\$ 10,344,519</u>	<u>\$ 148,525,571</u>	<u>\$ 1,829,912</u>	<u>\$ 8,514,607</u>

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

2017 BUDGET AMENDMENTS

Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Funding Source	
				Fund Balance	New Revenue
GENERAL FUND 001	\$ 57,312,101				
Operating Supplies - Cable Communications		2,500			
Expert Services - Fire Dept. Bateman Island fire		72,426			
Admin Travel - Fire Dept. Bateman Island fire		6,842			
Suppression Overtime - Fire Dept. (extreme fire season)		115,000			
Prevention & Investigation Overtime - Fire Dept.		8,200			
Staff Training Overtime - Fire Dept.		54,000			
Equipment - Fire Dept. bunker gear washer		14,966			
ICAC Software - Police Dept.		28,000			
Investigation Overtime - Police Dept.		20,000			
PTO Cash Out - Police Dept.		35,000			
Investigation Post Empl Health Benefit - Police Dept.		16,700			
Fleet repairs - IT transfer generators to Broadband Fund		(4,200)			
Operating Supplies - Parks & Rec recreation supplies		63,450			
Transfer to Streets		13,200			
Transfer to Equip Replacement - Fire Dept. brush truck		212,915			
Transfer to Streets Construction (traffic accident signal pole damage)		70,945			
Transfer to Streets Construction (BLRF not awarded to ADA)		(25,000)			
		<u>704,944</u>	\$ 58,017,045	613,494	91,450
CITY STREETS FUND 101	\$ 3,183,814				
Expert Services - paint waste removal		13,200			
Railroad Maintenance - from railroad reserve		3,700			
		<u>16,900</u>	\$ 3,200,714	3,700	13,200
PARK RESERVE FUND 111	\$ 617,868				
Park Partnership Program		6,955			
		<u>6,955</u>	\$ 624,823	6,955	
CRIMINAL JUSTICE SALES TAX FUND 117	\$ 1,841,465				
Fleet repairs		6,500			
		<u>6,500</u>	\$ 1,847,965	6,500	
HOTEL/MOTEL FUND 150	\$ 1,250,000				
Park Proj Construction - Columbia Playfield Improvements		(5,000)			
		<u>(5,000)</u>	\$ 1,245,000	(5,000)	
COMMUNITY DEV BLOCK GRANT FUND 153	\$ 589,146				
Salaries and Wages		2,388			
Travel Expense		225			
Tuition/Conference Fees		25			
Salaries and Wages - PI		13,067			
Salaries and Wages - Proj Delivery		6,933			
Approved Projects		1,979			
Transfer to Streets Construction		4,287			
Transfer to Park Projects		4,287			
		<u>33,191</u>	\$ 622,337		33,191
HOME FUND 154	\$ 1,525,801				
Unallocated Expenses		554			
Pasco Program Income Admin		1,000			
Kennewick Program Income Admin		10,800			
CHDO - Richland		832			
Program Income - Kennewick		109,200			
Program Income - Pasco		(1,000)			
Entitlement - Richland		1,385			
Entitlement - Kennewick		1,385			
Entitlement - Pasco		1,385			
		<u>125,541</u>	\$ 1,651,342		125,541
LTGO BONDS FUND 216	\$ 1,718,818				
Debt Service - ST Parkland		3,505,000			
		<u>3,505,000</u>	\$ 5,223,818	374,457	3,130,543
STREETS CAPITAL CONSTRUCTION FUND 301	\$ 16,673,471				

Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Fund Balance	New Revenue
Queensgate/Col Prk Trl Impr (REET funded)		175,000			
ADA Compliance - Sidewalks (Addntl CDBG awarded)		4,287			
ADA Compliance - Sidewalks (BLRF not awarded)		(25,000)			
Pavement Mgt Program (traffic accident damage)		70,945			
		<u>225,232</u>	\$ 16,898,703		225,232
CAPITAL IMPROVEMENT FUND 315	\$ 2,038,400				
Transfer to Streets Construction - Queensgate/Col Prk Trl Impr		175,000			
		<u>175,000</u>	\$ 2,213,400	175,000	
PARK PROJECT CONSTRUCTION FUND 380	\$ 2,997,773				
Columbia Playfield Improvements (Addntl CDBG awarded)		8,091			
Columbia Playfield Improvements (Reduce Hotel/Motel trf)		(5,000)			
Columbia Playfield Improvements (Reduce fund balance needed)		(70,000)			
Craighill Park (project complete)		(3,804)			
		<u>(70,713)</u>	\$ 2,927,060	(70,000)	(713)
WATER UTILITY FUND 402	\$ 19,828,814				
Transfer to LID Construction (Reatta Road LID 197)		227,093			
		<u>227,093</u>	\$ 20,055,907		227,093
WASTEWATER UTILITY FUND 403	\$ 15,440,162				
Transfer to LID Construction (Reatta Road LID 197)		211,395			
GO Refunding Pmt		1,757,621			
		<u>1,969,016</u>	\$ 17,409,178		1,969,016
STORMWATER UTILITY FUND 405	\$ 2,124,797				
Fleet repairs		40,000			
Stormwater Rehab & Replace Capital Expense		221,000			
Transfer from Outside Services for spring storm runoff damage		(121,000)			
GO Refunding Pmt		870,782			
		<u>1,010,782</u>	\$ 3,135,579	126,862	883,920
MEDICAL SERVICES FUND 407	\$ 4,105,874				
Bad Debt Expense		109,000			
Overtime		94,000			
Financial Service Fees		73,000			
Information System Service Fees		43,000			
		<u>319,000</u>	\$ 4,424,874	88,244	230,756
BROADBAND FUND 408	\$ 1,414,958				
Fiber Optic Infrastructure		21,000			
Fleet repairs - generators transferred from IT		9,700			
		<u>30,700</u>	\$ 1,445,658	9,700	21,000
EQUIPMENT MAINTENANCE FUND 502	\$ 3,911,990				
Other Supplies & Materials		52,000			
Fleet repairs		12,378			
		<u>64,378</u>	\$ 3,976,368		64,378
POST EMP. HEALTHCARE FUND 522	\$ 1,605,800				
Increase to Healthcare Claims and RHS Opt-out		2,000,000			
		<u>2,000,000</u>	\$ 3,605,800	500,000	1,500,000
TOTAL	\$ 138,181,052	\$ 10,344,519	\$ 148,525,571	\$ 1,829,912	\$ 8,514,607



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 55-17, Assuming the Rights, Powers, Functions, Immunities, and Obligations of the Richland Transportation Benefit District

Department:
City Attorney

Ordinance/Resolution Number:
55-17

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 55-17, assuming the rights, powers, functions, immunities, and obligations of the Richland Transportation Benefit District.

Summary:

On March 21, 2017, the Richland City Council passed Ordinance No. 02-17, establishing the Richland Transportation Benefit District ("Richland TBD"). The primary purpose of the Richland TBD 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.

On November 21, 2017, through adoption of Resolution No. 217-17, Richland City Council set a hearing date of December 5, 2017 to take public testimony concerning the assumption of the Richland TBD's rights, powers, functions, and obligations. That public hearing is on tonight's agenda.

After receiving public testimony, Council shall consider whether absorbing the Richland TBD is in the public interest. Again, by absorbing the Richland TBD, the City will realize streamlined governance, administrative processes and accounting efforts. The powers and core function of the Richland TBD will remain unchanged from those established under Washington law.

Staff recommends approval of Ordinance No. 55-17 for first reading.

Fiscal Impact:

None. The powers and functions of the Richland TBD, including the anticipated revenue generated by the previously established licensing fee, are unchanged by this action.

Attachments:

- I. Ordinance No. 55-17

ORDINANCE NO. 55-17

AN ORDINANCE of the City of Richland assuming the rights, powers, function, immunities, and obligations of the Richland Transportation Benefit District.

WHEREAS, on March 21, 2017, the City Council of the City of Richland passed Ordinance No. 02-17 establishing the Richland Transportation Benefit District ("Richland TBD") as authorized by RCW 35.21.225 and subject to the provisions of RCW 36.73; and

WHEREAS, the Richland TBD includes the entire City of Richland as the boundaries currently exist or as are expanded upon annexation; and

WHEREAS, on July 1, 2015, the Washington State Legislature enacted Second Engrossed Substitute Bill 5987, now codified as Chapter 36.74 RCW, which authorizes the City to assume the rights, powers, functions, and obligations of the existing Richland TBD; and

WHEREAS, on November 21, 2017, by adoption of Resolution 217-17, Richland City Council declared its intent to conduct a public hearing to consider the proposed assumption of the rights, powers, functions, and obligations of the existing Richland TBD; and

WHEREAS, on two (2) separate occasions during the two weeks preceding the public hearing, the City published notice of its intent to hold a public hearing on December 5, 2017 at 7:30 p.m. to consider the proposed assumption of the rights, powers, functions, and obligations of the existing Richland TBD; and

WHEREAS, on December 5, 2017, the City Council conducted the public hearing, during which all persons interested in the proposed assumption were allowed the opportunity to be heard; and

WHEREAS, the City Council has determined that the public interest and welfare will be satisfied by the City assuming the rights, powers, immunities, functions, and obligations of the existing Richland TBD.

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

Section 1. Assumption of Richland Transportation Benefit District. Pursuant to RCW 36.74.010 and .030, the City of Richland hereby assumes all of the rights, powers, immunities, functions, and obligations of the Richland TBD. The City is hereby vested with each and every right, power, immunity, function, and obligation correctly granted to or possessed by the Richland TBD as of the effective date of this ordinance. The rights, powers, functions, and obligations previously exercised and/or performed by the governing body of the Richland TBD are hereby assumed by and transferred to the Richland City Council.

Section 2. Amendment – Richland Municipal Code (RMC) 5.51.040 Governing Board and Officers. Pursuant to RCW 36.74.030(2), the governing body established in RMC 5.51.040 is hereby abolished and the City Council is vested with all rights, powers, immunities, functions, and obligations otherwise vested by law in the governing board of the Richland TBD.

RMC 5.51.040 is amended as follows:

A. ~~Consistent with RCW 35.21.225 and 36.73.020(3), t~~The governing board of the Richland TBD shall be the city of Richland city council, ~~acting in an ex officio and independent capacity.~~ The Richland city council shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW as it currently exists or as hereafter amended.

~~B. Meetings of the governing board shall be governed by the procedural rules applicable to the meetings of the city council. Governing board actions shall be taken in the same manner and follow the same procedure as for the adoption of motions or resolutions by the city council. Meetings of the governing board shall occur at regularly scheduled city council meetings.~~

~~C.~~B. Pursuant to the requirements set forth in RCW 36.73.160(1), the governing board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan.

~~D.~~C. The governing board shall issue an annual report pursuant to the requirements of RCW 36.73.160(2).

~~E.~~D. The city's finance director shall be the ex officio treasurer of the Richland TBD.

~~F.~~E. The city attorney shall serve as legal advisor to the Richland TBD, except where separate legal counsel is engaged at the direction of the Richland TBD governing board.

Section 3. No Existing Rights Impaired. Pursuant to RCW 36.74.040, this assumption does not impair or alter any existing rights acquired by the Richland TBD under Chapter 36.73 RCW or any other provision of law relating to transportation benefit districts. Nor does this assumption impair or alter any actions, activities, or proceedings validated thereunder; any civil or criminal proceedings instituted thereunder; any rule, regulation, or order promulgated thereunder; any administrative action taken thereunder; or the validity of any act performed by the Richland TBD or division thereof or any officer thereof prior to the assumption of such rights, powers, functions, and obligations by the City as authorized under the law.

Section 4. Rules, Regulations, Pending Business and Contracts. Pursuant to RCW 36.74.050(1), all rules and regulations and all pending business before the board of the Richland TBD shall be continued and acted upon by the City Council. In addition,

pursuant to RCW 36.74.050(2), all existing contracts and obligations of the Richland TBD remain in full force and effect and must be performed by the City. The assumption does not affect the validity of any official act performed by any official or employee prior to the assumption authorized under the law.

Section 5. Records of the Richland TBD. Pursuant to RCW 36.74.060, all reports, documents, surveys, books, records, files, papers, or other writings relating to the administration of the powers, duties, and functions available to the Richland TBD must be made available to the City.

Section 6. Funds, Credits, Appropriations, Federal Grants, or Other Assets. Pursuant to RCW 36.74.060(2), all funds, credits, or other assets held in connection with assumed powers, duties, and functions must be assigned to the City. Pursuant to RCW 36.74.060(3), any appropriations or federal grant made to the Richland TBD for the purpose of carrying out the rights, powers, functions, and obligations authorized to be assumed by the City must, on the effective date of the assumption, be credited to the City for the purpose of carrying out such assumed rights, powers, functions, and obligations.

Section 7. Assumption of Indebtedness. Pursuant to RCW 36.74.070, the City assumes and agrees to provide for the payment of all of the indebtedness of the Richland TBD, including the payment and retirement of outstanding general obligation and revenue bonds issued by the Richland TBD.

Section 8. Severability. If any portion or section of this ordinance is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other portion or section of this ordinance.

Section 9. Effectiveness. 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 December, 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: 12/05/2017

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 56-17, Approving the 2021 Council Compensation Plan

Department:

Administrative Services

Ordinance/Resolution Number:

56-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 56-17 amending RMC Title 2: Administration and Personnel Salaries.

Summary:

Per Article II of the Richland Charter and RCW 35.27.130, Council compensation is required to be set by ordinance. In addition, Council may not set their own salary during their term of office. Further, in 2002, City Council decided to annually adopt an ordinance setting Council salaries for the subsequent four years, in conjunction with the annual approved compensation plan adjustment (wage range) for unaffiliated staff.

On November 21, 2017, a 1.5% increase for wage ranges was authorized for unaffiliated staff. Keep in mind that range movements are not actual pay increases. If the same 1.5% increase were applied to Council compensation, it would equate to a monthly Council stipend of \$1,195 per month beginning in 2021 (set at \$1,177 per month for 2020). In addition to the monthly Council stipend, the Mayor receives an additional \$250 per month. A breakdown of the historical annual increases from 2002 to present is attached for Council review.

Staff recommends approval of Ordinance 56-17 for first reading.

Fiscal Impact:

Yes

Approval of Ordinance No. 56-17 will impact the 2021 budget.

Attachments:

1. Ordinance No. 56-17
2. Council Compensation History

ORDINANCE NO. 56-17

AN ORDINANCE of the City of Richland approving the 2021 Council Compensation Plan, amending Section 2.32 of the Richland Municipal Code.

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

Section 1. Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 70-16, is hereby amended to read as follows:

2.32.040 Council Members

The monthly compensation of each member of the council for the years 2002 and 2003 shall be established at \$825.00 for current and newly elected council, whether a new or incumbent member. For subsequent years 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, ~~and 2020~~, and 2021 the following salary is established: 2004, \$875; 2005, \$900; 2006, \$927; 2007, \$964; 2008, \$1,003; 2009, \$1,013; 2010, \$1,028; 2011, \$1,038; 2012, \$1,069; 2013, \$1,090; 2014, \$1,090; 2015, \$1,112.00; 2016, \$1,123.00; 2017, \$1,123.00; 2018, \$1,143; 2019, \$1,160; ~~and 2020, \$1,177~~; and 2021, \$1,195; provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. Beginning in 2002, city council shall establish council salary for 2006 and subsequent years as part of the annual approved compensation plan adjustment for unaffiliated staff, maintaining a four-year schedule.

All members of the council shall provide a written certification to human resources, based on a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources division for auditing purposes as generally required in Chapter 41.40 RCW. [Ord. 8; Ord. 68-74; Ord. 106-79; Ord. 70-81; Ord. 40-98; Ord. 09-01; Ord. 41-02; Ord. 40-03; Ord. 36-04; Ord. 37-05; Ord. 31-06; Ord. 29-07; Ord. 09-08; Ord. 21-08; Ord. 32-09 § 1.01; Ord. 32-10 § 1.01; Ord. 29-11 § 1.01; Ord. 35-12 § 1.01; Ord. 33-13 § 1.01; Ord. 01-15A § 1.01; Ord. 77-15 § 1; Ord. 77A-15 § 1, Ord. 70-16 § 1].

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

Marcia Hopkins
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

**CITY OF RICHLAND
2021 COUNCIL COMPENSATION PLAN**

Monthly Compensation History

<u>Year</u>	<u>Mayor</u>	<u>Council Member</u>	<u>% Increase by year</u>
2003	\$1,075	\$825	0.00%
2004	\$1,125	\$875	6.00%
2005	\$1,150	\$900	3.00%
2006	\$1,177	\$927	3.00%
2007	\$1,214	\$964	4.00%
2008	\$1,253	\$1,003	4.00%
2009	\$1,263	\$1,013	1.00%
2010	\$1,278	\$1,028	1.50%
2011	\$1,288	\$1,038	1.00%
2012	\$1,319	\$1,069	3.00%
2013	\$1,340	\$1,090	2.00%
2014	\$1,340	\$1,090	0.00%
2015	\$1,362	\$1,112	2.00%
2016	\$1,373	\$1,123	1.00%
2017	\$1,373	\$1,123	0.00%
2018	\$1,393	\$1,143	1.75%
2019	\$1,410	\$1,160	1.50%
2020	\$1,427	\$1,177	1.50%
2021	\$1,445	\$1,195	1.50%



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and approve 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 second reading and passage.

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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 10, 2017

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: 12/05/2017

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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.

A first reading of Ordinance 53-17 was given at the November 21, 2017 meeting with no exceptions taken. Staff recommends approval of Ordinance No. 53-17.

Fiscal Impact:

None.

Attachments:

- I. Ordinance 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.
3.24.430 Salary clearing fund – Issuance of warrants.
3.24.440 City streets fund – Created.
3.24.450 City streets fund – Use.
3.24.460 Water utility fund – Created.
3.24.470 Wastewater utility fund – Created.
3.24.480 Solid waste utility fund – Created.
3.24.490 Stormwater utility fund.
3.24.500 Industrial development fund – Created.
3.24.510 Industrial development fund – Use.
3.24.520 *Repealed.*
3.24.530 Public works administration and engineering fund.
3.24.540 Community development block grant program fund – Created – Use.
3.24.550 Downtown business improvement district fund – Created.
3.24.560 Downtown business improvement district fund – Distributions.
3.24.570 Downtown business improvement district fund – Administration.
3.24.580 Capital improvement fund – Created.
3.24.590 Capital improvement fund – Use.
3.24.600 Criminal justice fund.
3.24.610 Southeast communications center fund.
3.24.620 Hotel/motel fund.
3.24.630 Special lodging assessment fund.
3.24.640 HOME fund.
3.24.650 Golf course fund.
3.24.660 Medical service fund.
3.24.670 Emergency management fund.
3.24.680 *Repealed.*
3.24.690 LTGO bonds debt service fund.

- 3.24.700 Library debt service fund.
- 3.24.710 Police station debt service fund.
- 3.24.720 Richland Community Center debt service fund.
- 3.24.730 LRF debt service fund.
- 3.24.740 LID guaranty debt service fund.
- 3.24.750 Special assessment LID debt service fund.
- 3.24.760 PFD facility contingency fund – Created.
- 3.24.770 Richland public facilities district fund.
- 3.24.780 Park project construction fund.
- 3.24.790 Columbia Point master association fund.
- 3.24.800 800 MHz project fund.
- 3.24.810 General government construction fund.
- 3.24.820 Streets capital construction fund – Created.
- 3.24.830 Fire station 74 construction fund – Created.
- 3.24.840 Hanford Reach Interpretive Center fund.
- 3.24.890 Broadband fund – Created.
- 3.24.900 Criminal justice sales tax fund – Created.
- 3.24.910 Special assessment construction fund.
- 3.24.920 Uptown business improvement district fund – Created.
- 3.24.930 Uptown business improvement district fund – Distributions.
- 3.24.940 Uptown business improvement district fund – Administration.
- 3.24.950 *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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 10, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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 was approved by Council at its November 21 meeting as Resolution No. 212-17.

As required by Richland Municipal Code Title 28, a public hearing was held at the City Council meeting on November 21, 2017. No testimony was offered by the public.

Staff recommends approval of Ordinance No. 54-17 for second reading and passage.

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 5th day of December, 2017.

ROBERT THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 10, 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: 12/05/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 7 - Housing and Neighborhoods

Subject:

Resolution No. 209-17, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for Community Development Block Grant (CDBG) Funds for 2018

Department:

Community & Development Services

Ordinance/Resolution Number:

209-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution 209-17, approving the 2018 CBDG Grant and Annual Action Plan, and authorizing the City Manager to execute all necessary documents.

Summary:

The 2018 Annual Action Plan (AAP) for the City of Richland and the Tri-Cities HOME Consortium is a supplement to the 2015-2019 Consolidated Plan. The AAP describes proposed uses of new 2018 funding from the U.S. Department of Housing and Urban Development (HUD), and 2018 anticipated program income from repaid loans via the HOME Investment Partnership and Community Development Block Grant (CDBG) programs.

On July 26, 2017, the Planning Commission held a public hearing to receive testimony on the needs of Richland. On September 27, 2017, the Planning Commission heard applicant presentations, and on October 25, 2017, the Planning Commission considered funding allocations for 2018. The Planning Commission recommendations included a 30-day comment period that expired on November 30, 2017 with no comments received. Additionally, a public hearing is scheduled with the City Council for December 5, 2017.

The Planning Commission recommendations are included as Attachment A, and are also included in the 2018 Annual Action Plan.

Richland's final approval of the 2018 Annual Action Plan is scheduled for December 5, 2017. The 2018 Annual Action Plan is due to HUD by April 15, 2018. Staff recommends approval of Resolution No. 209-17.

Fiscal Impact:

Richland anticipates receiving \$255,191 in CDBG funds for 2018, which is included in the proposed 2018 budget. 2018 CDBG funding is dependent on final federal allocation and actual amounts of program income received from prior funded projects. Project funding may increase or decrease depending on actual final federal allocation, and will be made available to sub-grantees as specified in the 2018 Annual Action Plan.

Attachments:

1. Resolution No. 209-17
2. 2018 Draft Annual Action Plan
3. 2018 Funding Recommendations

RESOLUTION NO. 209-17

A RESOLUTION of the City of Richland authorizing submission of grant forms to the U.S. Department of Housing and Urban Development for 2018 Community Development Block Grant Funds.

WHEREAS, the Housing and Community Development Act of 1974, as amended, will be funded with an appropriation for the federal fiscal year of 2018; and

WHEREAS, the City of Richland desires to apply for annual funding under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Housing and Community Development Act requires that the City submit projects to the Department of Housing and Urban Development (HUD) for approval of funding in 2018; and

WHEREAS, the City of Richland will consider projects for HUD funding following a public hearing of this date.

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

Section 1. The use of funds under the 2018 Community Development Block Grant (CDBG) Program is hereby approved. A list of activities recommended by the Planning Commission to receive an allocation of the 2018 Program Year CDBG Funds is attached hereto as **EXHIBIT A**. Funded activities are further detailed in the 2018 Annual Action Plan, which is hereby approved. This Resolution shall constitute final certification.

Section 2. The City Manager of the City of Richland is authorized to submit appropriate forms requesting funds for these projects, and to provide such additional information and take such steps as are necessary to obtain approval and serve as the City official under the National Environmental Policy Act of 1969, insofar as the provisions of such Act apply to this 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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Exhibit A

**CITY OF RICHLAND
COMMUNITY DEVELOPMENT
505 SWIFT BLVD., MS-35**
Telephone (509) 942-7583
Fax (509) 942-7764

PO BOX 190 • RICHLAND, WA 99352 • CI.RICHLAND.WA.US

Date: December 5, 2017
To: City Council
From: Michelle Burden
Through: Kerwin Jensen
RE: 2018 Community Block Grant Funding Recommendations

At the October 25, 2017 Planning Commission meeting, the Commission approved a recommendation for the estimated \$255,191 CDBG funds expected to be received by Richland, plus additional funds from unallocated and program income, be used as follows:

- \$32,370 to Elijah Family Homes;
- \$8,500 to Senior Life Resources;
- \$10,534 to Arc of Tri Cities;
- \$101,250 to Richland Public Works Removal of Architectural Barriers;
- \$121,499 to Richland Parks and Facilities for improvements to Goethals Park;
- \$68,538 for program administration

DRAFT – 2018 ACTION PLAN
City of Richland and Tri-Cities
HOME Consortium

City of Richland and Tri-Cities HOME Consortium DRAFT 2018 Annual Action Plan

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Cities of Richland, Kennewick and Pasco are entitlement communities under Title 1 of the Housing and Community Development Act of 1974 (as amended). Each city is eligible to receive federal funds annually from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. Each city is separately responsible for planning and administering housing and community development activities within their jurisdiction, and implementing, monitoring, and reporting to HUD on the use of CDBG funds.

Richland, Kennewick and Pasco, as contiguous units of local government, entered into a Cooperative Agreement in 1995 to form the Tri-Cities HOME Consortium. The agreement was amended in 2007 to include an automatic renewal clause. At least every three years the Cooperative Agreement is re-evaluated by each city to determine continued participation in the Consortium and to propose change. The Tri-Cities HOME Consortium is eligible to receive annual federal HOME dollars from HUD under the HOME Investment Partnership Program authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. The City of Richland serves as the lead entity for the Tri-Cities HOME Consortium, and acts as the administrative, monitoring and reporting agency to HUD.

As each of the three cities share a common set of goals and directions for meeting the community development and affordable housing needs of lower income persons, the cities collaboratively prepared the 2015-2019 Consortium Consolidated Plan. The Plan provides the community with an assessment of needs and market conditions, establishes priority needs, sets goals to respond to the identified needs, and establishes outcome measures for the Strategic Plan and Annual Action Plans.

The cities work with partner agencies and stakeholders to develop and implement community needs and goals as outlined in the Consolidated Plan and each annual action plan program year is a representation of projects and activities that will help the Tri Cities community work toward achieving those needs and goals.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Three priority needs were identified and goals established corresponding to those needs. All three needs were given high priority. Needs were determined by review of data and available information, reference to applicable assessments and strategic plans, and from input from stakeholders, agencies and others consulted in the process of developing the plan.

The priority needs established are; (1) Need for affordable housing creation, preservation, access and choice. (2) Need for community, neighborhood and economic development and (3) Need for homeless intervention and prevention, and for supportive services.

See the 2015-2019 Consolidated Plan, Table 40: Priority Needs Summary for full description.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The individual cities and the Tri-Cities HOME Consortium have made significant accomplishments in the course of implementing the Consolidated Plan (2015-2019). This reflects strong relationships with community partners in implementing projects beyond the capacity of any one agency. The ability to leverage funds and to coordinate projects to make the best use of resources is essential in light of increasing need and diminishing resources.

CDBG funds have been used for neighborhood infrastructure improvements with the removal of architectural barriers to the mobility or accessibility of elderly persons or of “severely disabled” adults and neighborhood park improvements. Homeowner rehabilitation assistance. Also, the continued support for low-income populations in the form of public service projects which includes support for senior citizens, persons with disabilities and case management services.

The HOME Consortium manages a successful DPA program through direct homeownership assistance and successful transition from homelessness and emergency relief to prevent homelessness through continued support of a four bedroom group home. The CHDO set-aside has been funding the development of affordable housing for low income first-time homebuyers.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Steps outlined in the Citizen Participation Plan for Housing and Community Development Programs provide opportunities for citizen involvement in the planning process and to assure that key organizations and agencies were consulted. The Citizen Participation Plan provides for broad involvement, public hearings, and opportunities to comment on needs and proposed plans. Public hearings were held to solicit input on needs and again to solicit input on the draft Consolidated Plan and Annual Action Plans. During the planning process, focus groups were held to gain input on types of needs. Individual stakeholders, agencies, and government representatives were consulted. Finally numerous reports and strategic plans were reviewed and incorporated into this Consolidated Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments received, see Table 2 – Citizen Participation Outreach.

6. Summary of comments or views not accepted and the reasons for not accepting them

None.

7. Summary

None.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	RICHLAND	Community & Development Services
HOME Administrator	RICHLAND	Community & Development Services

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Michelle Burden, City of Richland, Community Development Services, 505 Swift Blvd., MS-19, Richland, Wa 99352, 509-942-7580

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The Tri-Cities Citizen Participation Plan for Housing and Community Development Programs guides the consolidated planning and citizen participation process, providing opportunities for citizens, agencies, governmental organizations, faith based organizations, and other interested parties to view, discuss, and comment on needs, performance, and proposed activities.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

In the process of developing the 2015-2019 Consolidated Plan the Cities reached out to organizations and agencies in a number of ways. Focused meetings were held to gain input in identified areas, particularly housing, human services and emergency services/basic needs. In addition to targeted invitations, notices were placed in local newspapers inviting the community at large to attend the affordable housing and human services meetings. While sparsely attended, the meetings yielded valuable input and served as a framework for follow-up interviews with key housing providers, nonprofit organizations and agencies.

Focused scheduled meetings included:

- Affordable housing, including supportive housing
- Public, human services, including special and basic needs
- Code enforcement and emergency services, including first responders
- Community infrastructure needs, provision and opportunities

Each of the three cities worked with an advisory board in preparation of the Consolidated Plan:

- Planning Commission, City of Richland
- Community Development Block Grant Advisory Committee, City of Kennewick
- Planning Commission, City of Pasco

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Each of the cities works with and supports actions and priorities of the Continuum of Care and Benton and Franklin Counties Human Services. The Benton Franklin Housing Continuum of Care ("Continuum") has established three primary goals to pursue in coordinating the homeless provider community in its efforts to end homelessness in the two counties:

- To communicate, coordinate and collaborate among providers and others in development of the Benton and Franklin County 10-Year Homeless Housing Plan to work toward reducing homelessness. The Plan is used in securing resources and funding pertaining to the concerns of people who are without a safe, decent, and affordable place to live.
- To develop and recommend the Continuum's objectives, projects and strategies to meet specific needs that will increase housing, decrease homelessness; alter the public's perception of homelessness; provide education, training and technical assistance to advocates, providers and other Continuum members.
- To invite and encourage low-income/homeless individuals to participate in the planning process through public meetings held at Community Based Organizations and/or by any other means the Continuum may deem appropriate.

Phase II strategies of the Continuum's Action plan include a focus on:

- Implementation of a Benton-Franklin County Coordinated Entry System
- Recognizing that homelessness results from a complex set of challenges, creating more linkages across community services, and providing comprehensive case management
- Improving outcomes and evaluating data to improve and determine effective services
- Encouraging flexibility in providing services and meeting housing needs
- Meeting the needs of currently underserved "special need" populations

Members of the Continuum meet frequently to work on these strategies and coordinate on a wide variety of issues facing the homeless in the area. In addition, members of the Continuum are currently active on the Steering Committee of the 33-county Balance of Washington State Continuum and are active in the subcommittee structure.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Continuum is an active member of the Balance of State Continuum. ESG funds available to the Tri-Cities are allocated from the State Department of Commerce which is also staff to the Balance of State Continuum. ESG Program coordination is conducted through the Balance of State Steering Committee on a policy level and through the Department of Commerce for administrative procedures. The Department of Commerce also staffs the HMIS system which is essentially statewide. While staff at the local nonprofit and county Continuum level enters data in the HMIS, they also maintain the data and prepare periodic reports on program outcomes which are readily accessible to the Tri-Cities Continuum. At least once a year, and generally twice, the Department consults with all ESG stakeholders to review performance standards and obtain their input on fund allocation proposals, policy plans and administrative procedures.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

No major agencies involved in housing or community development were intentionally excluded from consultation. Every effort was made to ensure advance publication of meetings and opportunities to contribute.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative

In addition to direct consultation with agencies and key stakeholders, numerous local and regional plans outlining needs and strategies were considered in preparation of this Consolidated Plan. It is important to note that needs assessments conducted by providers included direct consultation with recipients and members of the communities served in projects funded using CDBG and HOME grant funds. See Consolidated Plan (PR10) for full list.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Cities have consistently used their relationships with faith-based and nonprofit organizations, and local coalitions to obtain input on needs in the community and proposed activities. Efforts to reach out, particularly to populations potentially served by CDBG and HOME programs, were made in several ways. Focused meetings and individual interviews were conducted to obtain input on needs and the strategic plan as it was developed. In addition to individual invitations, notices of meetings were publicized in advance and citizens with an interest in commenting were encouraged to attend. Notices of meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*.

Individual interviews were held with key informants who could speak to primary needs, barriers, underserved populations, activities currently effective in meeting needs, and those with potential to meet needs. The planning process also incorporated needs assessments and strategic plans of agencies, including the Housing Authorities and key implementing agencies, and local governments.

Citizens and agencies in each of the cities were encouraged to comment on needs including at public hearings held in each city. The community was notified through newspaper advertisements of the availability of the draft Tri-Cities Consortium Consolidated Plan for review. The draft Plan was distributed to the Kennewick Housing Authority and the Housing Authority of the City of Pasco and Franklin County, made available on the website of each city and at each City Hall, and made available at libraries in Kennewick, Pasco and Richland.

The City follows our Citizen Participation Plan. The following summarizes opportunities for citizen participation in development of the **2018 Annual Action Plan**:

- Public hearing on needs and make public comment was held in Richland on 07/26/2017. Notice of the meeting was published in the *Tri-City Herald* and in Spanish in *tu Decides*
- Public hearing on CDBG applications was held in Richland on 09/26/2017. Notice of the meeting was published in the Tri-City Herald and posted at City Hall and Council Chambers
- Public hearing on the Draft City of Richland and Tri Cities HOME Consortium Annual Action Plan and make public comment will be held in Richland on 12/05/17. Notice of the meeting was published in the *Tri-City Herald* and in Spanish in *tu Decides*

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	None.	No comments received.	No comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	None	No comments received	No comments not accepted	
3	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The activities proposed in the 2018 Annual Action Plan will be funded by CDBG and HOME allocations, program income and prior year revolving loan funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Admin and Planning Economic Development Housing Public Facilities Improvements Public Services	255,191	87,500	95,975 RL	438,666	1,164,989	PI generated de-funded DPA program. Prior YR resource include prior loans made through rehab program RL and unencumbered entitlement 2016 & 2017
HOME	public - federal	Acquisition Admin and Planning Homebuyer assistance New construction for ownership CHDO	473,871	200,000		673,871	1,649,590	PI generated from DPA loans. Prior YR resources include entitlement funds PY 2017 & HP/PI from DPA loans & 2018 CHDO

Table 2 - Expected Resources – Priority Table

Anticipated Resources are an estimate only. Final 2018 HOME funding is dependent on final federal allocation and actual amounts of program income received from prior funded projects.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds are important resources in the community and used in conjunction with local, state, other federal and private funds to support housing and other projects. Each of the cities is supportive of efforts by other organizations to obtain funding for projects to address needs and goals outlined in this plan and in meeting needs in the Tri-Cities. Cities also assist community organizations in strategizing, applying for, accessing, and developing new resources and partnerships. CDBG and HOME funds are frequently used to leverage local, state and federal funds such as United Way, Washington State Housing Trust Funds, Emergency Solutions Grant, housing and homeless funds generated by recording fees and county or city general funds.

The City also has the option of applying for a Section 108 loan in an amount not to exceed five years of the anticipated CDBG funds. There are no plans currently in place to make this application; however, the City reserve the option of making Section 108 applications.

Each city, as a HOME Consortium participant, is required to match HOME funds. That match is met using city general funds or other non-federal funds, land made available at reduced cost (below appraised value), in the form of reduced financing fees from lenders and appraisers, grants for affordable housing development from nonfederal sources, donated construction/housing materials and volunteer labor.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

None.

Discussion

None.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Community, neighborhood & economic development	2015	2019	Non-Housing Community Development		Community & economic development	CDBG: \$222,749	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6,813 Persons Assisted
2	Homeless intervention and public services	2015	2019	Homeless Non-Homeless Special Needs		Services and homeless intervention/prevention	CDBG: \$51,404	Public service activities other than Low/Moderate Income Housing Benefit: 611 Persons Assisted
3	Increase and preserve affordable housing choices	2015	2019	Affordable Housing		Affordable housing choice	CDBG: \$35,000 HOME: \$555,403 CHDO: \$71,081	Homeowner Housing Added: 0 Household Housing Unit Homeowner Housing Rehabilitated: 2 Household Housing Unit Direct Financial Assistance to Homebuyers: 52 Households Assisted CHDO Housing Development

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Community, neighborhood & economic development
	Goal Description	
2	Goal Name	Homeless intervention and public services
	Goal Description	
3	Goal Name	Increase and preserve affordable housing choices
	Goal Description	

AP-35 Projects - 91.420, 91.220(d)

Introduction

The 2018 Annual Action Plan describes how funds will be used to support the goals and priorities identified in the Consolidated Plan. Projects and activities are carefully chosen. CDBG activities and HOME CHDO projects go through a competitive process, ensuring the maximum effectiveness in funds.

#	Project Name
1	CDBG Planning and Administration
2	CDBG Owner-Occupied Rehabilitation Program
3	Public Facilities/Improvements
4	Public Service Activities
5	Tri-Cities HOME Consortium Administration
6	Richland HOME First Time Homebuyer Assistance Program
7	Kennewick HOME First Time Homebuyer Assistance Program
8	Pasco HOME First Time Homebuyer Assistance Program
9	Nueva Vista II, Multi Family Rental Development
10	CHDO TBD

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Planning and Administration
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development Homeless intervention and public services
	Needs Addressed	Affordable housing choice Community & economic development Services and homeless intervention/prevention
	Funding	CDBG: \$68,538
	Description	General administration, management, and oversight of CDBG program. CDBG administrative. This amount does not exceed the 20% cap set under the regulations, 20% of the HUD grant plus 20% of \$87,500 (anticipated program income). Matric Code: 21A
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	505 Swift Blvd., MS-19, Richland, WA 99352 Community & Development Services Department
	Planned Activities	CDBG funding will be provided to support administration, management, and monitoring responsibilities include activity eligibility determination, fund management, labor standards enforcement, and environmental review. Policy leadership and back-office infrastructure is also included. Should additional program income generated in the program year greater than projected, the City will apply 20% of the amount to address administrative expenses incurred through December 31, 2018. Any unspent CDBG administrative funds will be used to cover HOME expenses.
2	Project Name	CDBG Owner-Occupied Rehabilitation Program
	Target Area	

	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development
	Needs Addressed	Affordable housing choice
	Funding	CDBG: \$95,975
	Description	Use existing revolving loan fund balance to support health- and safety-related minor home repairs for CDBG-eligible low- and moderate-income homeowners, including staff costs for program delivery of program. (PY RL and RL PI) Matrix Code: 14A
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	LMH, 2 households assisted
	Location Description	Within Richland city limits
	Planned Activities	Staff support including marketing efforts, application intake, review and assess requested repairs from eligible homeowners. Implement qualifying minor repairs, repairs that will be necessary to maintain occupant health and safety, maintaining good supply of housing for CDBG eligible population
3	Project Name	Public Facilities/Improvements
	Target Area	
	Goals Supported	Community, neighborhood & economic development
	Needs Addressed	Community & economic development
	Funding	CDBG: \$222,749
	Description	Support costs including project delivery of public facility and infrastructure improvements including the removal of architectural barriers. FY2018, \$165,874.15 & PY PI \$56,875.00 City of Richland, Removal of Architectural Barriers: \$101,250, National Objective: LMC, Matrix Code: 03, 1,358 persons assisted City of Richland, Parks and Recreation, Safety Surfacing: \$121,499.15, National Objective: LMA, Matrix Code: 03F, 5,455 persons assisted Contingent \$33,501, if funding allows for playground equipment.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	5,455 persons assisted
	Location Description	Within the city of Richland, Census Tracts 102, 103, 104, 105 and 106
	Planned Activities	Two activities are included for 2018; one park improvement and improve accessibility of neighborhoods with the removal of architectural barriers to the mobility or accessibility of elderly persons or of “severely disabled” adults, including staff costs for project delivery
4	Project Name	Public Service Activities
	Target Area	
	Goals Supported	Homeless intervention and public services
	Needs Addressed	Services and homeless intervention/prevention
	Funding	CDBG: \$51,404
	Description	Public Service funded activities to carry out opportunities to low income clientele, including City staff costs for program delivery, FY 2018 15% Cap \$38,279 and 15% cap of \$87,500 (\$13,125) of PY PI. Sr. Life Resources: \$8,500, National Objective: LMC, Matrix Code: 05A The Arc Tri Cities: \$10,534, National Objective: LMC, Matrix Code: 05B Elijah Family Homes: \$32,370, National Objective: LMC, Matrix Code: 05F
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Sr. Life Resources, 525 persons assisted The Arc Tri Cities, 26 persons assisted Elijah Family Homes, 60 persons assisted
	Location Description	Within Richland city limits
	Planned Activities	Administration, project delivery, monitoring, reporting, and management of contract and activity
5	Project Name	Tri-Cities HOME Consortium Administration
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Homeless intervention and public services

	Needs Addressed	Affordable housing choice Services and homeless intervention/prevention
	Funding	HOME: \$47,387
	Description	Oversight, management and monitoring for the HOME
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	505 Swift Blvd., MS-19, Richland, WA 99352 Community & Development Services Department
	Planned Activities	HOME funding will be provided to support administration, management, and monitoring responsibilities include activity eligibility determination, fund management, labor standards enforcement, and environmental review. Policy leadership and back-office infrastructure is also included. The admin budget is made up of \$47,387 plus \$\$ carryforward Admin unused from prior year for a total of \$\$\$. Carryforward HOME admin will continue to be carried forward for future use. The HOME regulations allow for admin carryforward. Should program income be generated in program year 18, the City will apply 10% of that amount to address administrative expenses incurred throughout the program year.
6	Project Name	Richland HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$168,467
	Description	Support costs of providing down payment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2018 award (\$118,467), prior year (\$\$) and \$50,000 estimated program income.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Fourteen first time homebuyer families with incomes at or below 80% AMI will benefit from this proposed activity

	Location Description	Within Richland city limits, with priority placed on Census Tracts 102, to 106 and 108.04, Block Group 4
	Planned Activities	Down payment and closing cost assistance and related costs including project delivery
7	Project Name	Kennewick HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$218,468
	Description	Support costs of providing down payment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2018 award (\$118,468), prior year (\$\$) and \$100,000 estimated program income.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Nineteen first time homebuyer families with incomes at or below 80% AMI will benefit from this proposed activity
	Location Description	Within Kennewick city limits
	Planned Activities	Down payment and closing cost assistance and related costs including project delivery
8	Project Name	Pasco HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$168,468
	Description	Support costs of providing down payment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2018 award (\$118,468) prior year (\$\$) and \$50,000 estimated program income.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	Nineteen first time homebuyer families with incomes at or below 80% AMI will benefit from this proposed activity
	Location Description	Within Pasco city limits.
	Planned Activities	Down payment and closing cost assistance and related costs including project delivery
9	Project Name	CHDO TBD
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$71,081
	Description	Provide CHDO 15% set aside through a competitive RFP process. Funding may be more based on unencumbered EN and PI.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	TBD
	Planned Activities	Provide funding for an affordable housing development project

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

No specific geographic target areas have been identified. Richland's CDBG and HOME funds will be available to assist lower income residents within Richland city limits with priority placed on those activities that provide a benefit in the oldest neighborhoods of Richland. HOME funds for Kennewick and Pasco will be available to assist lower income residents within each city limits.

Geographic Distribution

Target Area	Percentage of Funds

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

N/A

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The goal numbers represented below reflect activities that will be funded with federal funds through the Tri-Cities HOME Consortium and Richland's CDBG allocation to address safe, affordable housing choices based on the goal of expanding quality, safe, affordable housing choices.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	52
Special-Needs	0
Total	52

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	52
Total	54

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

A goal of the three Cities is to provide decent affordable housing for its residents. To support this effort each city has programs to address this need. The following provides a general overview of the types of programs and projects that supports this effort.

- HOME – Down Payment Assistance Program. Each City provides a down payment and closing cost program, providing funds for low and moderate income first time homebuyers on a first-come, first-served basis.
- HOME – CHDO. Support efforts of a CHDO to develop single family homeownership units.
- CDBG – Owner Occupied Rehabilitation program.

Using CDBG funds, the City of Richland provides an Owner-Occupied Rehabilitation Loan Program supporting the revitalization of existing neighborhoods by providing minor home repairs and replacement for low and moderate income homeowners, with priority given to life and safety issues.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

There are a variety of assisted affordable housing options available in the Tri-Cities. HUD and the State of Washington (Washington State Housing Trust Funds and Washington State Housing Finance Commission Tax Credits) subsidized housing programs have generated an inventory of housing, primarily in Kennewick and Pasco. The vast majority are family units with several projects with both family and disabled units.

There are two housing authorities in the Tri-Cities. The Kennewick Housing Authority (KHA), operating housing programs within the Cities of Kennewick and Richland and the Housing Authority of the City of Pasco and Franklin County (HACPFC) operates housing programs on the north side of the Columbia River, Franklin County. Together they provide over 1,900 lower income households with affordable housing assistance, including project-based and tenant-based programs.

Actions planned during the next year to address the needs to public housing

The City of Richland and Consortium will help address the needs of public housing and activities in 2018 by continuing to work closely with and supporting efforts of the Kennewick Housing Authority (KHA). The Consortium and KHA have partnered to provide two HOME units as part of the 28 rental unit, Nueva Vista Phase II project in Kennewick. Funding is a combination of Low Income Housing Tax Credit (LIHTC), State (HTF), federal HOME and private funds. The two HOME units will be made affordable for a twenty-year period.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Kennewick Housing Authority Governing Board includes one position designated for a resident representative. That position is currently filled and the resident representative is fully engaged. Public Housing residents are encouraged to attend Resident Council meetings to discuss how to become more self-sufficient and discuss resident services activities that have the potential to assist residents in becoming self-sufficient or improve the quality of life for residents. The Kennewick Housing Authority (KHA) also encourages Section 8 participants to get their "Ducks in a Row for Housing Choice Voucher (HCV) Homeownership." This program provides a participant an opportunity to utilize their rental assistance payment for homeownership. This program provides a path to full self-sufficiency for residents.

Actions taken to provide assistance to troubled PHAs

Not applicable

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The three cities will continue to be involved in the Benton Franklin Human Services planning efforts. The BFHS developed a plan for the homeless with the express purpose of giving nonprofit and government agency providers a “road map” of actions to follow to reduce homelessness in Benton and Franklin Counties. The plan is a concerted effort by numerous agencies, including the three cities, to develop a common understanding of the needs of the homeless and to agree upon a coordinated plan to improve services and housing for homeless. The goal of the plan is to move homeless individuals and families through a continuum of housing and supportive services leading them to permanent housing with the highest level of self-sufficiency they can achieve.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Richland, Kennewick and Pasco will continue to encourage cooperation in sharing information to identify existing resources that might be available to meet the needs of the homeless, or those at risk of becoming homeless.

In addition, Richland CDBG continues to fund case management services for Elijah Family Homes, Transition to Success program. This program supports individuals & families recovering from substance abuse. Supportive services and supportive housing is essential in preventing homelessness and transition families to self-sufficiency.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Solutions Grant funds are not directly administered by the Continuum of Care. However, the Continuum consults on funding decisions. The cities do not address emergency shelter and transitional housing needs of homeless, except through their involvement with Benton Franklin Community Action Committee (BFCAC) and Benton Franklin Human Services. The three cities do not receive ESG funds but will continue to support the development of homeless housing through community resources such as, potentially, the HOME program and 2060 and 2163 Recording Fee resources, as they have in the past.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The Tri-Cities HOME Consortium supports BFCAC with a four bedroom group home in Pasco, occupied by chronically homeless or at risk of homelessness, disabled, 55+ and very low to low income. The City of Richland continues to support two, three bedroom duplexes, (4-units) in Richland. The City of Kennewick Housing Authority offers permanent low income housing with preference to domestic violence victims and their families. Elijah Family Homes provides housing for families that have been denied access to public housing due to previous related offenses.

Kennewick Housing Authority will make 14 units available for homeless families through the Nueva Vista, Phase II project, construction began in 2017 and is scheduled to be complete by end of 2018. One of the two HOME units will be made available for homeless and all units will be at or below 50% area median income.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Except for involvement with BFCAC, the three Cities do not provide assistance to those being discharged from publicly funded institutions or receiving assistance from public or private agencies.

Discussion

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The purchase price and down payment of a home continue to be a significant barrier to affordable homeownership opportunities, particularly for lower income households. Local HUD-funded housing programs provide affordable housing opportunities for lower-income households by financing down payment and closing cost assistance. Affordable housing opportunities are also available through programs for minor home repairs and weatherization upgrades to existing homes, decreasing energy costs for low income households.

All three cities encourage infill development to preserve older neighborhoods, and support increase of housing densities in areas where adequate public facilities and services (police and fire protection, schools, water, sewer, and drainage) are in place or can easily be provided.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Through its zoning and land use regulations, the City of Richland implements a number of strategies for the purpose of increasing the supply of affordable housing. These strategies include: 1) Planned Unit Developments that increase the options for housing densities and housing types (e.g., townhouses, multi-family, duplexes; small-lot districts); 2) mixed use development that increases the opportunity for affordable housing to be developed within or in close proximity to essential amenities such as areas of employment, shopping and medical centers; 3) streamlining permitting, and 4) incentive zoning features, such as allowing accessory dwelling units.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Because of the layout of the Tri-Cities, Benton and Franklin Counties are taking a more regional approach for addressing obstacles to underserved needs. One of the challenges to meeting underserved needs by any one group is the lack of staff capacity, financial resources, and supportive services necessary to address all needs. All three cities attend, support and are active members of Continuum of Care, an organization comprised of local non-profit, housing, public service, correctional, and government agencies throughout Benton and Franklin counties. By maintaining open communication, collaboration, and partnering efforts among all groups, and reducing duplication of effort, more needs of lower income people can be met.

Actions planned to address obstacles to meeting underserved needs

The City of Richland and the Tri-Cities HOME Consortium works with local partner agencies that preserve and expand quality, safe and affordable housing choices, prevent and reduce homelessness, provide opportunities to improve quality of life, support vibrant neighborhoods and expand economic opportunities.

Actions planned to foster and maintain affordable housing

There is a high demand for affordable housing. The City continues to support relationships with the various for-profit, nonprofit, public housing authorities and CHDO agencies with efforts of affordable housing opportunities through housing development and maintaining existing affordable housing stock. Rehabilitation priority is given by the City and by Benton Franklin CAC Energy Efficient Healthy House Program to those homes occupied by frail elderly or homeowners and renters with disabilities.

The HOME Consortium offers down payment and closing cost assistance to low and moderate income households. The City of Richland provides CDBG loans to make needed health and safety repairs and weatherization measures for low and moderate income homeowners. The rehabilitation program benefit is two-fold; providing decent and affordable housing for existing homeowners and beautifies older neighborhoods.

Actions planned to reduce lead-based paint hazards

The City will undertake the following actions in program years 2015-2019 to increase community awareness of lead based paint and its hazards: provide education on lead based paint including information on Safe Work Practices; actions to take when rehabbing or remodeling a home; and steps to take if exposure to lead hazards is suspected.

The pamphlets “Renovate Right” and “Protect Your Family from Lead in Your Home” published by

Washington Department of Commerce and Environmental Protection Agency (EPA) will be distributed to all potential housing clients, and be available via online links from the City's website.

The Lead Safe Housing Requirements Screening Worksheet is utilized to evaluate applicability of the lead safe housing rule to CDBG and HOME funded projects. The City will work with pre-qualified contractors to perform testing as necessary to identify lead hazards, and assure compliance after remediation work through clearance exams as required for persons assisted with CDBG or HOME funds.

Actions planned to reduce the number of poverty-level families

Several activities may be undertaken to decrease cost-burdens for lower income people such as the various housing programs offered by the City and the Tri-Cities HOME Consortium, Local Improvement District (LID) Assistance Programs, life skills training, and the various public/social service programs offered. The Cities support economic development projects that create jobs or provide education or training to enable people to become self-sufficient and have an opportunity to work at living wage jobs. Neighborhood improvement plans inventory and designate neighborhoods for revitalization. Targeted revitalization of neighborhoods should increase the ability to impact the lives of lower income residents who reside there, and promote these areas as a desirable place to live with connectivity to other desirable neighborhoods.

Actions planned to develop institutional structure

The Planning Commission consist of local citizen volunteers who fill an advisory role to the City of Richland, with various backgrounds. The Commission acts in an advisory role to City administration and City Council in regards to community development, housing and public service programs. The Commission is responsible for providing policy guidance and recommendations to Council in preparing the City's Consolidated Plan, Annual Action and the Citizen Participation Plan. Staff will continue to participate in the Continuum of Care Task Force to assist in the coordination of government agencies, nonprofit organizations, housing developers, social service providers, and Continuum of Care providers to meet the needs of the homeless. The City, within staff capacity, continue to encourage and support joint applications for resources and programs among housing and service providers.

Actions planned to enhance coordination between public and private housing and social service agencies

The City supports efforts by other agencies to apply for, or leverage other funding sources that might become available during the year. City staff will be available to provide written and verbal support of projects that meet a Housing and Community Development need as identified in the 2015-2019 Consolidated Plan, and will assist other organizations to apply for funds from other local, state or federal

resources within staff capacity.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The Projects planned with all CDBG funds expected to following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The Tri-Cities HOME Consortium will utilize the recapture option in its HOME programs. The Consortium reserves the right to use the resale option at its discretion or when it is required. Prior to utilizing the resale option, the Consortium will take the necessary steps to formulate required documentation and notify the HUD Field Office.

Recapture includes any HOME investment that reduced the initial purchase price from the fair market value to an affordable price ("Direct Subsidy"), but excludes the amount between the initial cost of producing the unit and the fair market value of the property ("Development Subsidy"). Upon sale (voluntary or involuntary), transfer, or if the HOME-assisted property is no longer the primary residence of the homebuyer, the Consortium will recapture the entire balance of principal of its total HOME Investment. The amount recaptured will not exceed the total net proceeds available. Net proceeds are defined as:

Funds that are recaptured from the sale of property by the homebuyer or if the property is no longer used as the primary residence during the federal affordability period, will be returned to the City of Richland, as lead agency of the Consortium.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Each HOME assisted property will require a promissory note, deed of trust restrictions, and a written HOME agreement during the federal period of affordability with specific terms and conditions established by the Consortium.

When the total HOME investment is less than \$15,000, a federal affordability period of not less than 5-years will be required. When the total HOME investment is \$15,000 to \$40,000, a federal affordability period of not less than 10-years will be required; for investments of over \$40,000, the required federal affordability period will be a minimum of 15-years. This federal affordability period is not contingent on loan terms or an amortization period.

The affordability restrictions may terminate upon foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD. However, affordability restrictions must be revived per the original terms if, during the original affordability period, the owner of record before the termination event obtains an ownership interest in the housing.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is

rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Not applicable.



Date: December 5, 2017
To: City Council
From: Michelle Burden
Through: Kerwin Jensen
RE: 2018 Community Block Grant Funding Recommendations

At the October 25, 2017 Planning Commission meeting, the Commission approved a recommendation for the estimated \$255,191 CDBG funds expected to be received by Richland, plus additional funds from unallocated and program income, be used as follows:

- \$32,370 to Elijah Family Homes;
- \$8,500 to Senior Life Resources;
- \$10,534 to Arc of Tri Cities;
- \$101,250 to Richland Public Works Removal of Architectural Barriers;
- \$121,499 to Richland Parks and Facilities for improvements to Goethals Park;
- \$68,538 for program administration



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 7 - Housing and Neighborhoods

Subject:

Resolution No. 218-17, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnership Program

Department:
Community & Development Services

Ordinance/Resolution Number:
218-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution 218-17, approving the 2018 HOME Investment Partnership Grant and Annual Action Plan, and authorizing the City Manager to execute all necessary documents.

Summary:

The City of Richland, as lead of the Tri-Cities HOME Consortium, anticipates receiving \$473,871 of HOME funds directly from the U.S. Department of Housing and Urban Development (HUD), and \$200,000 of HOME Program Income in 2018 to provide decent housing for lower income people within Richland, Kennewick and Pasco city limits. In keeping with the anticipated 2015-2019 Tri-Cities Consolidated Plan (CPS), and 2018 Annual Action Plan (AAP) goals, the following projects are proposed:

HOME funds will be used for Consortium-related programs and expenses: Administration of the HOME Program - \$47,387; Consortium Administration of Proposed Program Income - \$10,000; Consortium Community Housing Development Organization (CHDO) - \$71,081; Consortium Down Payment Assistance Program - \$555,403; and Reinvestment of Consortium estimated Program Income into the Down Payment Assistance Program - \$200,000.

Each respective city has undergone public comment periods, advisory board review and Council consideration of this matter. Submittal of the AAP is due to HUD by April 15, 2018. The submittal of the Annual Action Plan maintains the Tri-Cities HOME Consortium's ability to receive 2018 HOME Investment Partnership funding, but not the obligation.

Staff recommends approval of Resolution 218-17.

Fiscal Impact:

Tri-Cities HOME Consortium anticipates receiving \$473,871 in HOME funds for 2018, which is included in the proposed 2018 budget. 2018 HOME funds are dependent on final federal allocation and actual amounts of program income received from prior funded projects. Project funding may increase or decrease depending on actual final federal allocation.

Attachments:

1. Resolution No. 218-17
2. 2018 Draft Annual Action Plan

RESOLUTION NO. 218-17

A RESOLUTION of the City of Richland authorizing submission of grant forms to the U.S. Department of Housing and Urban Development for the HOME Investment Partnership Program and authorizing its use for the City's 2018 Homeownership Program.

WHEREAS, the HOME Program was created under Title II of the National Affordable Housing Act of 1990; and

WHEREAS, the HOME Investment Partnership Program will be funded with an appropriation for the federal fiscal year of 2018; and

WHEREAS, the City of Richland desires to apply for annual funding under the HOME Investment Partnership Program; and

WHEREAS, the HOME Investment Partnership Program requires that the City submit projects to the Department of Housing and Urban Development (HUD) for funding for 2018; and

WHEREAS, the City of Richland has determined that funding will be utilized for the Tri-Cities HOME Consortium Homeownership Program and related administrative expenses.

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

Section 1. The Use of Funds under the 2018 HOME Investment Partnership Program as documented in the Annual Action Plan is hereby approved. This resolution shall constitute final certification.

Section 2. The City Manager of the City of Richland is authorized, as representative of the lead entity of the Tri-Cities HOME Consortium, to submit all appropriate forms requesting funds for this project and appropriate forms on behalf of HOME Consortium member cities, and, as advised by the Consortium members, to provide such additional information and take such steps as are necessary to obtain approval and serve as the City official under the National Environmental Policy Act of 1969, insofar as the provisions of such Act apply to this 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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

DRAFT – 2018 ACTION PLAN
City of Richland and Tri-Cities
HOME Consortium

City of Richland and Tri-Cities HOME Consortium DRAFT 2018 Annual Action Plan

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Cities of Richland, Kennewick and Pasco are entitlement communities under Title 1 of the Housing and Community Development Act of 1974 (as amended). Each city is eligible to receive federal funds annually from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. Each city is separately responsible for planning and administering housing and community development activities within their jurisdiction, and implementing, monitoring, and reporting to HUD on the use of CDBG funds.

Richland, Kennewick and Pasco, as contiguous units of local government, entered into a Cooperative Agreement in 1995 to form the Tri-Cities HOME Consortium. The agreement was amended in 2007 to include an automatic renewal clause. At least every three years the Cooperative Agreement is re-evaluated by each city to determine continued participation in the Consortium and to propose change. The Tri-Cities HOME Consortium is eligible to receive annual federal HOME dollars from HUD under the HOME Investment Partnership Program authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. The City of Richland serves as the lead entity for the Tri-Cities HOME Consortium, and acts as the administrative, monitoring and reporting agency to HUD.

As each of the three cities share a common set of goals and directions for meeting the community development and affordable housing needs of lower income persons, the cities collaboratively prepared the 2015-2019 Consortium Consolidated Plan. The Plan provides the community with an assessment of needs and market conditions, establishes priority needs, sets goals to respond to the identified needs, and establishes outcome measures for the Strategic Plan and Annual Action Plans.

The cities work with partner agencies and stakeholders to develop and implement community needs and goals as outlined in the Consolidated Plan and each annual action plan program year is a representation of projects and activities that will help the Tri Cities community work toward achieving those needs and goals.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Three priority needs were identified and goals established corresponding to those needs. All three needs were given high priority. Needs were determined by review of data and available information, reference to applicable assessments and strategic plans, and from input from stakeholders, agencies and others consulted in the process of developing the plan.

The priority needs established are; (1) Need for affordable housing creation, preservation, access and choice. (2) Need for community, neighborhood and economic development and (3) Need for homeless intervention and prevention, and for supportive services.

See the 2015-2019 Consolidated Plan, Table 40: Priority Needs Summary for full description.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The individual cities and the Tri-Cities HOME Consortium have made significant accomplishments in the course of implementing the Consolidated Plan (2015-2019). This reflects strong relationships with community partners in implementing projects beyond the capacity of any one agency. The ability to leverage funds and to coordinate projects to make the best use of resources is essential in light of increasing need and diminishing resources.

CDBG funds have been used for neighborhood infrastructure improvements with the removal of architectural barriers to the mobility or accessibility of elderly persons or of “severely disabled” adults and neighborhood park improvements. Homeowner rehabilitation assistance. Also, the continued support for low-income populations in the form of public service projects which includes support for senior citizens, persons with disabilities and case management services.

The HOME Consortium manages a successful DPA program through direct homeownership assistance and successful transition from homelessness and emergency relief to prevent homelessness through continued support of a four bedroom group home. The CHDO set-aside has been funding the development of affordable housing for low income first-time homebuyers.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Steps outlined in the Citizen Participation Plan for Housing and Community Development Programs provide opportunities for citizen involvement in the planning process and to assure that key organizations and agencies were consulted. The Citizen Participation Plan provides for broad involvement, public hearings, and opportunities to comment on needs and proposed plans. Public hearings were held to solicit input on needs and again to solicit input on the draft Consolidated Plan and Annual Action Plans. During the planning process, focus groups were held to gain input on types of needs. Individual stakeholders, agencies, and government representatives were consulted. Finally numerous reports and strategic plans were reviewed and incorporated into this Consolidated Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments received, see Table 2 – Citizen Participation Outreach.

6. Summary of comments or views not accepted and the reasons for not accepting them

None.

7. Summary

None.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	RICHLAND	Community & Development Services
HOME Administrator	RICHLAND	Community & Development Services

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Michelle Burden, City of Richland, Community Development Services, 505 Swift Blvd., MS-19, Richland, Wa 99352, 509-942-7580

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The Tri-Cities Citizen Participation Plan for Housing and Community Development Programs guides the consolidated planning and citizen participation process, providing opportunities for citizens, agencies, governmental organizations, faith based organizations, and other interested parties to view, discuss, and comment on needs, performance, and proposed activities.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

In the process of developing the 2015-2019 Consolidated Plan the Cities reached out to organizations and agencies in a number of ways. Focused meetings were held to gain input in identified areas, particularly housing, human services and emergency services/basic needs. In addition to targeted invitations, notices were placed in local newspapers inviting the community at large to attend the affordable housing and human services meetings. While sparsely attended, the meetings yielded valuable input and served as a framework for follow-up interviews with key housing providers, nonprofit organizations and agencies.

Focused scheduled meetings included:

- Affordable housing, including supportive housing
- Public, human services, including special and basic needs
- Code enforcement and emergency services, including first responders
- Community infrastructure needs, provision and opportunities

Each of the three cities worked with an advisory board in preparation of the Consolidated Plan:

- Planning Commission, City of Richland
- Community Development Block Grant Advisory Committee, City of Kennewick
- Planning Commission, City of Pasco

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Each of the cities works with and supports actions and priorities of the Continuum of Care and Benton and Franklin Counties Human Services. The Benton Franklin Housing Continuum of Care ("Continuum") has established three primary goals to pursue in coordinating the homeless provider community in its efforts to end homelessness in the two counties:

- To communicate, coordinate and collaborate among providers and others in development of the Benton and Franklin County 10-Year Homeless Housing Plan to work toward reducing homelessness. The Plan is used in securing resources and funding pertaining to the concerns of people who are without a safe, decent, and affordable place to live.
- To develop and recommend the Continuum's objectives, projects and strategies to meet specific needs that will increase housing, decrease homelessness; alter the public's perception of homelessness; provide education, training and technical assistance to advocates, providers and other Continuum members.
- To invite and encourage low-income/homeless individuals to participate in the planning process through public meetings held at Community Based Organizations and/or by any other means the Continuum may deem appropriate.

Phase II strategies of the Continuum's Action plan include a focus on:

- Implementation of a Benton-Franklin County Coordinated Entry System
- Recognizing that homelessness results from a complex set of challenges, creating more linkages across community services, and providing comprehensive case management
- Improving outcomes and evaluating data to improve and determine effective services
- Encouraging flexibility in providing services and meeting housing needs
- Meeting the needs of currently underserved "special need" populations

Members of the Continuum meet frequently to work on these strategies and coordinate on a wide variety of issues facing the homeless in the area. In addition, members of the Continuum are currently active on the Steering Committee of the 33-county Balance of Washington State Continuum and are active in the subcommittee structure.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Continuum is an active member of the Balance of State Continuum. ESG funds available to the Tri-Cities are allocated from the State Department of Commerce which is also staff to the Balance of State Continuum. ESG Program coordination is conducted through the Balance of State Steering Committee on a policy level and through the Department of Commerce for administrative procedures. The Department of Commerce also staffs the HMIS system which is essentially statewide. While staff at the local nonprofit and county Continuum level enters data in the HMIS, they also maintain the data and prepare periodic reports on program outcomes which are readily accessible to the Tri-Cities Continuum. At least once a year, and generally twice, the Department consults with all ESG stakeholders to review performance standards and obtain their input on fund allocation proposals, policy plans and administrative procedures.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

No major agencies involved in housing or community development were intentionally excluded from consultation. Every effort was made to ensure advance publication of meetings and opportunities to contribute.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative

In addition to direct consultation with agencies and key stakeholders, numerous local and regional plans outlining needs and strategies were considered in preparation of this Consolidated Plan. It is important to note that needs assessments conducted by providers included direct consultation with recipients and members of the communities served in projects funded using CDBG and HOME grant funds. See Consolidated Plan (PR10) for full list.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Cities have consistently used their relationships with faith-based and nonprofit organizations, and local coalitions to obtain input on needs in the community and proposed activities. Efforts to reach out, particularly to populations potentially served by CDBG and HOME programs, were made in several ways. Focused meetings and individual interviews were conducted to obtain input on needs and the strategic plan as it was developed. In addition to individual invitations, notices of meetings were publicized in advance and citizens with an interest in commenting were encouraged to attend. Notices of meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*.

Individual interviews were held with key informants who could speak to primary needs, barriers, underserved populations, activities currently effective in meeting needs, and those with potential to meet needs. The planning process also incorporated needs assessments and strategic plans of agencies, including the Housing Authorities and key implementing agencies, and local governments.

Citizens and agencies in each of the cities were encouraged to comment on needs including at public hearings held in each city. The community was notified through newspaper advertisements of the availability of the draft Tri-Cities Consortium Consolidated Plan for review. The draft Plan was distributed to the Kennewick Housing Authority and the Housing Authority of the City of Pasco and Franklin County, made available on the website of each city and at each City Hall, and made available at libraries in Kennewick, Pasco and Richland.

The City follows our Citizen Participation Plan. The following summarizes opportunities for citizen participation in development of the **2018 Annual Action Plan**:

- Public hearing on needs and make public comment was held in Richland on 07/26/2017. Notice of the meeting was published in the *Tri-City Herald* and in Spanish in *tu Decides*
- Public hearing on CDBG applications was held in Richland on 09/26/2017. Notice of the meeting was published in the Tri-City Herald and posted at City Hall and Council Chambers
- Public hearing on the Draft City of Richland and Tri Cities HOME Consortium Annual Action Plan and make public comment will be held in Richland on 12/05/17. Notice of the meeting was published in the *Tri-City Herald* and in Spanish in *tu Decides*

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	None.	No comments received.	No comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	None	No comments received	No comments not accepted	
3	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The activities proposed in the 2018 Annual Action Plan will be funded by CDBG and HOME allocations, program income and prior year revolving loan funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Admin and Planning Economic Development Housing Public Facilities Improvements Public Services	255,191	87,500	95,975 RL	438,666	1,164,989	PI generated de-funded DPA program. Prior YR resource include prior loans made through rehab program RL and unencumbered entitlement 2016 & 2017
HOME	public - federal	Acquisition Admin and Planning Homebuyer assistance New construction for ownership CHDO	473,871	200,000		673,871	1,649,590	PI generated from DPA loans. Prior YR resources include entitlement funds PY 2017 & HP/PI from DPA loans & 2018 CHDO

Table 2 - Expected Resources – Priority Table

Anticipated Resources are an estimate only. Final 2018 HOME funding is dependent on final federal allocation and actual amounts of program income received from prior funded projects.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds are important resources in the community and used in conjunction with local, state, other federal and private funds to support housing and other projects. Each of the cities is supportive of efforts by other organizations to obtain funding for projects to address needs and goals outlined in this plan and in meeting needs in the Tri-Cities. Cities also assist community organizations in strategizing, applying for, accessing, and developing new resources and partnerships. CDBG and HOME funds are frequently used to leverage local, state and federal funds such as United Way, Washington State Housing Trust Funds, Emergency Solutions Grant, housing and homeless funds generated by recording fees and county or city general funds.

The City also has the option of applying for a Section 108 loan in an amount not to exceed five years of the anticipated CDBG funds. There are no plans currently in place to make this application; however, the City reserve the option of making Section 108 applications.

Each city, as a HOME Consortium participant, is required to match HOME funds. That match is met using city general funds or other non-federal funds, land made available at reduced cost (below appraised value), in the form of reduced financing fees from lenders and appraisers, grants for affordable housing development from nonfederal sources, donated construction/housing materials and volunteer labor.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

None.

Discussion

None.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Community, neighborhood & economic development	2015	2019	Non-Housing Community Development		Community & economic development	CDBG: \$222,749	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6,813 Persons Assisted
2	Homeless intervention and public services	2015	2019	Homeless Non-Homeless Special Needs		Services and homeless intervention/prevention	CDBG: \$51,404	Public service activities other than Low/Moderate Income Housing Benefit: 611 Persons Assisted
3	Increase and preserve affordable housing choices	2015	2019	Affordable Housing		Affordable housing choice	CDBG: \$35,000 HOME: \$555,403 CHDO: \$71,081	Homeowner Housing Added: 0 Household Housing Unit Homeowner Housing Rehabilitated: 2 Household Housing Unit Direct Financial Assistance to Homebuyers: 52 Households Assisted CHDO Housing Development

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Community, neighborhood & economic development
	Goal Description	
2	Goal Name	Homeless intervention and public services
	Goal Description	
3	Goal Name	Increase and preserve affordable housing choices
	Goal Description	

AP-35 Projects - 91.420, 91.220(d)

Introduction

The 2018 Annual Action Plan describes how funds will be used to support the goals and priorities identified in the Consolidated Plan. Projects and activities are carefully chosen. CDBG activities and HOME CHDO projects go through a competitive process, ensuring the maximum effectiveness in funds.

#	Project Name
1	CDBG Planning and Administration
2	CDBG Owner-Occupied Rehabilitation Program
3	Public Facilities/Improvements
4	Public Service Activities
5	Tri-Cities HOME Consortium Administration
6	Richland HOME First Time Homebuyer Assistance Program
7	Kennewick HOME First Time Homebuyer Assistance Program
8	Pasco HOME First Time Homebuyer Assistance Program
9	Nueva Vista II, Multi Family Rental Development
10	CHDO TBD

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Planning and Administration
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development Homeless intervention and public services
	Needs Addressed	Affordable housing choice Community & economic development Services and homeless intervention/prevention
	Funding	CDBG: \$68,538
	Description	General administration, management, and oversight of CDBG program. CDBG administrative. This amount does not exceed the 20% cap set under the regulations, 20% of the HUD grant plus 20% of \$87,500 (anticipated program income). Matric Code: 21A
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	505 Swift Blvd., MS-19, Richland, WA 99352 Community & Development Services Department
	Planned Activities	CDBG funding will be provided to support administration, management, and monitoring responsibilities include activity eligibility determination, fund management, labor standards enforcement, and environmental review. Policy leadership and back-office infrastructure is also included. Should additional program income generated in the program year greater than projected, the City will apply 20% of the amount to address administrative expenses incurred through December 31, 2018. Any unspent CDBG administrative funds will be used to cover HOME expenses.
2	Project Name	CDBG Owner-Occupied Rehabilitation Program
	Target Area	

	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development
	Needs Addressed	Affordable housing choice
	Funding	CDBG: \$95,975
	Description	Use existing revolving loan fund balance to support health- and safety-related minor home repairs for CDBG-eligible low- and moderate-income homeowners, including staff costs for program delivery of program. (PY RL and RL PI) Matrix Code: 14A
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	LMH, 2 households assisted
	Location Description	Within Richland city limits
	Planned Activities	Staff support including marketing efforts, application intake, review and assess requested repairs from eligible homeowners. Implement qualifying minor repairs, repairs that will be necessary to maintain occupant health and safety, maintaining good supply of housing for CDBG eligible population
3	Project Name	Public Facilities/Improvements
	Target Area	
	Goals Supported	Community, neighborhood & economic development
	Needs Addressed	Community & economic development
	Funding	CDBG: \$222,749
	Description	Support costs including project delivery of public facility and infrastructure improvements including the removal of architectural barriers. FY2018, \$165,874.15 & PY PI \$56,875.00 City of Richland, Removal of Architectural Barriers: \$101,250, National Objective: LMC, Matrix Code: 03, 1,358 persons assisted City of Richland, Parks and Recreation, Safety Surfacing: \$121,499.15, National Objective: LMA, Matrix Code: 03F, 5,455 persons assisted Contingent \$33,501, if funding allows for playground equipment.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	5,455 persons assisted
	Location Description	Within the city of Richland, Census Tracts 102, 103, 104, 105 and 106
	Planned Activities	Two activities are included for 2018; one park improvement and improve accessibility of neighborhoods with the removal of architectural barriers to the mobility or accessibility of elderly persons or of “severely disabled” adults, including staff costs for project delivery
4	Project Name	Public Service Activities
	Target Area	
	Goals Supported	Homeless intervention and public services
	Needs Addressed	Services and homeless intervention/prevention
	Funding	CDBG: \$51,404
	Description	Public Service funded activities to carry out opportunities to low income clientele, including City staff costs for program delivery, FY 2018 15% Cap \$38,279 and 15% cap of \$87,500 (\$13,125) of PY PI. Sr. Life Resources: \$8,500, National Objective: LMC, Matrix Code: 05A The Arc Tri Cities: \$10,534, National Objective: LMC, Matrix Code: 05B Elijah Family Homes: \$32,370, National Objective: LMC, Matrix Code: 05F
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Sr. Life Resources, 525 persons assisted The Arc Tri Cities, 26 persons assisted Elijah Family Homes, 60 persons assisted
	Location Description	Within Richland city limits
	Planned Activities	Administration, project delivery, monitoring, reporting, and management of contract and activity
5	Project Name	Tri-Cities HOME Consortium Administration
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Homeless intervention and public services

	Needs Addressed	Affordable housing choice Services and homeless intervention/prevention
	Funding	HOME: \$47,387
	Description	Oversight, management and monitoring for the HOME
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	505 Swift Blvd., MS-19, Richland, WA 99352 Community & Development Services Department
	Planned Activities	HOME funding will be provided to support administration, management, and monitoring responsibilities include activity eligibility determination, fund management, labor standards enforcement, and environmental review. Policy leadership and back-office infrastructure is also included. The admin budget is made up of \$47,387 plus \$\$ carryforward Admin unused from prior year for a total of \$\$\$. Carryforward HOME admin will continue to be carried forward for future use. The HOME regulations allow for admin carryforward. Should program income be generated in program year 18, the City will apply 10% of that amount to address administrative expenses incurred throughout the program year.
6	Project Name	Richland HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$168,467
	Description	Support costs of providing down payment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2018 award (\$118,467), prior year (\$\$) and \$50,000 estimated program income.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Fourteen first time homebuyer families with incomes at or below 80% AMI will benefit from this proposed activity

	Location Description	Within Richland city limits, with priority placed on Census Tracts 102, to 106 and 108.04, Block Group 4
	Planned Activities	Down payment and closing cost assistance and related costs including project delivery
7	Project Name	Kennewick HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$218,468
	Description	Support costs of providing down payment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2018 award (\$118,468), prior year (\$\$) and \$100,000 estimated program income.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Nineteen first time homebuyer families with incomes at or below 80% AMI will benefit from this proposed activity
	Location Description	Within Kennewick city limits
	Planned Activities	Down payment and closing cost assistance and related costs including project delivery
8	Project Name	Pasco HOME First Time Homebuyer Assistance Program
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$168,468
	Description	Support costs of providing down payment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2018 award (\$118,468) prior year (\$\$) and \$50,000 estimated program income.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	Nineteen first time homebuyer families with incomes at or below 80% AMI will benefit from this proposed activity
	Location Description	Within Pasco city limits.
	Planned Activities	Down payment and closing cost assistance and related costs including project delivery
9	Project Name	CHDO TBD
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$71,081
	Description	Provide CHDO 15% set aside through a competitive RFP process. Funding may be more based on unencumbered EN and PI.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	TBD
	Planned Activities	Provide funding for an affordable housing development project

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

No specific geographic target areas have been identified. Richland's CDBG and HOME funds will be available to assist lower income residents within Richland city limits with priority placed on those activities that provide a benefit in the oldest neighborhoods of Richland. HOME funds for Kennewick and Pasco will be available to assist lower income residents within each city limits.

Geographic Distribution

Target Area	Percentage of Funds

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

N/A

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The goal numbers represented below reflect activities that will be funded with federal funds through the Tri-Cities HOME Consortium and Richland's CDBG allocation to address safe, affordable housing choices based on the goal of expanding quality, safe, affordable housing choices.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	52
Special-Needs	0
Total	52

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	52
Total	54

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

A goal of the three Cities is to provide decent affordable housing for its residents. To support this effort each city has programs to address this need. The following provides a general overview of the types of programs and projects that supports this effort.

- HOME – Down Payment Assistance Program. Each City provides a down payment and closing cost program, providing funds for low and moderate income first time homebuyers on a first-come, first-served basis.
- HOME – CHDO. Support efforts of a CHDO to develop single family homeownership units.
- CDBG – Owner Occupied Rehabilitation program.

Using CDBG funds, the City of Richland provides an Owner-Occupied Rehabilitation Loan Program supporting the revitalization of existing neighborhoods by providing minor home repairs and replacement for low and moderate income homeowners, with priority given to life and safety issues.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

There are a variety of assisted affordable housing options available in the Tri-Cities. HUD and the State of Washington (Washington State Housing Trust Funds and Washington State Housing Finance Commission Tax Credits) subsidized housing programs have generated an inventory of housing, primarily in Kennewick and Pasco. The vast majority are family units with several projects with both family and disabled units.

There are two housing authorities in the Tri-Cities. The Kennewick Housing Authority (KHA), operating housing programs within the Cities of Kennewick and Richland and the Housing Authority of the City of Pasco and Franklin County (HACPFC) operates housing programs on the north side of the Columbia River, Franklin County. Together they provide over 1,900 lower income households with affordable housing assistance, including project-based and tenant-based programs.

Actions planned during the next year to address the needs to public housing

The City of Richland and Consortium will help address the needs of public housing and activities in 2018 by continuing to work closely with and supporting efforts of the Kennewick Housing Authority (KHA). The Consortium and KHA have partnered to provide two HOME units as part of the 28 rental unit, Nueva Vista Phase II project in Kennewick. Funding is a combination of Low Income Housing Tax Credit (LIHTC), State (HTF), federal HOME and private funds. The two HOME units will be made affordable for a twenty-year period.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Kennewick Housing Authority Governing Board includes one position designated for a resident representative. That position is currently filled and the resident representative is fully engaged. Public Housing residents are encouraged to attend Resident Council meetings to discuss how to become more self-sufficient and discuss resident services activities that have the potential to assist residents in becoming self-sufficient or improve the quality of life for residents. The Kennewick Housing Authority (KHA) also encourages Section 8 participants to get their "Ducks in a Row for Housing Choice Voucher (HCV) Homeownership." This program provides a participant an opportunity to utilize their rental assistance payment for homeownership. This program provides a path to full self-sufficiency for residents.

Actions taken to provide assistance to troubled PHAs

Not applicable

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The three cities will continue to be involved in the Benton Franklin Human Services planning efforts. The BFHS developed a plan for the homeless with the express purpose of giving nonprofit and government agency providers a “road map” of actions to follow to reduce homelessness in Benton and Franklin Counties. The plan is a concerted effort by numerous agencies, including the three cities, to develop a common understanding of the needs of the homeless and to agree upon a coordinated plan to improve services and housing for homeless. The goal of the plan is to move homeless individuals and families through a continuum of housing and supportive services leading them to permanent housing with the highest level of self-sufficiency they can achieve.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Richland, Kennewick and Pasco will continue to encourage cooperation in sharing information to identify existing resources that might be available to meet the needs of the homeless, or those at risk of becoming homeless.

In addition, Richland CDBG continues to fund case management services for Elijah Family Homes, Transition to Success program. This program supports individuals & families recovering from substance abuse. Supportive services and supportive housing is essential in preventing homelessness and transition families to self-sufficiency.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Solutions Grant funds are not directly administered by the Continuum of Care. However, the Continuum consults on funding decisions. The cities do not address emergency shelter and transitional housing needs of homeless, except through their involvement with Benton Franklin Community Action Committee (BFCAC) and Benton Franklin Human Services. The three cities do not receive ESG funds but will continue to support the development of homeless housing through community resources such as, potentially, the HOME program and 2060 and 2163 Recording Fee resources, as they have in the past.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The Tri-Cities HOME Consortium supports BFCAC with a four bedroom group home in Pasco, occupied by chronically homeless or at risk of homelessness, disabled, 55+ and very low to low income. The City of Richland continues to support two, three bedroom duplexes, (4-units) in Richland. The City of Kennewick Housing Authority offers permanent low income housing with preference to domestic violence victims and their families. Elijah Family Homes provides housing for families that have been denied access to public housing due to previous related offenses.

Kennewick Housing Authority will make 14 units available for homeless families through the Nueva Vista, Phase II project, construction began in 2017 and is scheduled to be complete by end of 2018. One of the two HOME units will be made available for homeless and all units will be at or below 50% area median income.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Except for involvement with BFCAC, the three Cities do not provide assistance to those being discharged from publicly funded institutions or receiving assistance from public or private agencies.

Discussion

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The purchase price and down payment of a home continue to be a significant barrier to affordable homeownership opportunities, particularly for lower income households. Local HUD-funded housing programs provide affordable housing opportunities for lower-income households by financing down payment and closing cost assistance. Affordable housing opportunities are also available through programs for minor home repairs and weatherization upgrades to existing homes, decreasing energy costs for low income households.

All three cities encourage infill development to preserve older neighborhoods, and support increase of housing densities in areas where adequate public facilities and services (police and fire protection, schools, water, sewer, and drainage) are in place or can easily be provided.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Through its zoning and land use regulations, the City of Richland implements a number of strategies for the purpose of increasing the supply of affordable housing. These strategies include: 1) Planned Unit Developments that increase the options for housing densities and housing types (e.g., townhouses, multi-family, duplexes; small-lot districts); 2) mixed use development that increases the opportunity for affordable housing to be developed within or in close proximity to essential amenities such as areas of employment, shopping and medical centers; 3) streamlining permitting, and 4) incentive zoning features, such as allowing accessory dwelling units.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Because of the layout of the Tri-Cities, Benton and Franklin Counties are taking a more regional approach for addressing obstacles to underserved needs. One of the challenges to meeting underserved needs by any one group is the lack of staff capacity, financial resources, and supportive services necessary to address all needs. All three cities attend, support and are active members of Continuum of Care, an organization comprised of local non-profit, housing, public service, correctional, and government agencies throughout Benton and Franklin counties. By maintaining open communication, collaboration, and partnering efforts among all groups, and reducing duplication of effort, more needs of lower income people can be met.

Actions planned to address obstacles to meeting underserved needs

The City of Richland and the Tri-Cities HOME Consortium works with local partner agencies that preserve and expand quality, safe and affordable housing choices, prevent and reduce homelessness, provide opportunities to improve quality of life, support vibrant neighborhoods and expand economic opportunities.

Actions planned to foster and maintain affordable housing

There is a high demand for affordable housing. The City continues to support relationships with the various for-profit, nonprofit, public housing authorities and CHDO agencies with efforts of affordable housing opportunities through housing development and maintaining existing affordable housing stock. Rehabilitation priority is given by the City and by Benton Franklin CAC Energy Efficient Healthy House Program to those homes occupied by frail elderly or homeowners and renters with disabilities.

The HOME Consortium offers down payment and closing cost assistance to low and moderate income households. The City of Richland provides CDBG loans to make needed health and safety repairs and weatherization measures for low and moderate income homeowners. The rehabilitation program benefit is two-fold; providing decent and affordable housing for existing homeowners and beautifies older neighborhoods.

Actions planned to reduce lead-based paint hazards

The City will undertake the following actions in program years 2015-2019 to increase community awareness of lead based paint and its hazards: provide education on lead based paint including information on Safe Work Practices; actions to take when rehabbing or remodeling a home; and steps to take if exposure to lead hazards is suspected.

The pamphlets “Renovate Right” and “Protect Your Family from Lead in Your Home” published by

Washington Department of Commerce and Environmental Protection Agency (EPA) will be distributed to all potential housing clients, and be available via online links from the City's website.

The Lead Safe Housing Requirements Screening Worksheet is utilized to evaluate applicability of the lead safe housing rule to CDBG and HOME funded projects. The City will work with pre-qualified contractors to perform testing as necessary to identify lead hazards, and assure compliance after remediation work through clearance exams as required for persons assisted with CDBG or HOME funds.

Actions planned to reduce the number of poverty-level families

Several activities may be undertaken to decrease cost-burdens for lower income people such as the various housing programs offered by the City and the Tri-Cities HOME Consortium, Local Improvement District (LID) Assistance Programs, life skills training, and the various public/social service programs offered. The Cities support economic development projects that create jobs or provide education or training to enable people to become self-sufficient and have an opportunity to work at living wage jobs. Neighborhood improvement plans inventory and designate neighborhoods for revitalization. Targeted revitalization of neighborhoods should increase the ability to impact the lives of lower income residents who reside there, and promote these areas as a desirable place to live with connectivity to other desirable neighborhoods.

Actions planned to develop institutional structure

The Planning Commission consist of local citizen volunteers who fill an advisory role to the City of Richland, with various backgrounds. The Commission acts in an advisory role to City administration and City Council in regards to community development, housing and public service programs. The Commission is responsible for providing policy guidance and recommendations to Council in preparing the City's Consolidated Plan, Annual Action and the Citizen Participation Plan. Staff will continue to participate in the Continuum of Care Task Force to assist in the coordination of government agencies, nonprofit organizations, housing developers, social service providers, and Continuum of Care providers to meet the needs of the homeless. The City, within staff capacity, continue to encourage and support joint applications for resources and programs among housing and service providers.

Actions planned to enhance coordination between public and private housing and social service agencies

The City supports efforts by other agencies to apply for, or leverage other funding sources that might become available during the year. City staff will be available to provide written and verbal support of projects that meet a Housing and Community Development need as identified in the 2015-2019 Consolidated Plan, and will assist other organizations to apply for funds from other local, state or federal

resources within staff capacity.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The Projects planned with all CDBG funds expected to following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The Tri-Cities HOME Consortium will utilize the recapture option in its HOME programs. The Consortium reserves the right to use the resale option at its discretion or when it is required. Prior to utilizing the resale option, the Consortium will take the necessary steps to formulate required documentation and notify the HUD Field Office.

Recapture includes any HOME investment that reduced the initial purchase price from the fair market value to an affordable price ("Direct Subsidy"), but excludes the amount between the initial cost of producing the unit and the fair market value of the property ("Development Subsidy"). Upon sale (voluntary or involuntary), transfer, or if the HOME-assisted property is no longer the primary residence of the homebuyer, the Consortium will recapture the entire balance of principal of its total HOME Investment. The amount recaptured will not exceed the total net proceeds available. Net proceeds are defined as:

Funds that are recaptured from the sale of property by the homebuyer or if the property is no longer used as the primary residence during the federal affordability period, will be returned to the City of Richland, as lead agency of the Consortium.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Each HOME assisted property will require a promissory note, deed of trust restrictions, and a written HOME agreement during the federal period of affordability with specific terms and conditions established by the Consortium.

When the total HOME investment is less than \$15,000, a federal affordability period of not less than 5-years will be required. When the total HOME investment is \$15,000 to \$40,000, a federal affordability period of not less than 10-years will be required; for investments of over \$40,000, the required federal affordability period will be a minimum of 15-years. This federal affordability period is not contingent on loan terms or an amortization period.

The affordability restrictions may terminate upon foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD. However, affordability restrictions must be revived per the original terms if, during the original affordability period, the owner of record before the termination event obtains an ownership interest in the housing.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is

rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Not applicable.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 219-17, Authorizing a Collaboration Agreement for a Regional Analysis of Fair Housing Plan

Department:

Community & Development Services

Ordinance/Resolution Number:

219-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution 219-17, approving a Collaboration Agreement with the Tri-Cities HOME Consortium, the Kennewick Housing Authority and the Housing Authority of the City of Pasco and Franklin County.

Summary:

In July of 2015, the U.S. Department of Housing and Urban Development (HUD) released the Affirmatively Furthering Fair Housing (AFFH) rule, clarifying and simplifying existing fair housing obligations for jurisdictions receiving federal grants from HUD. The rule mandates that these jurisdictions analyze their fair housing landscape and set locally determined fair housing priorities and goals through an Analysis of Fair Housing (AFH).

The Tri-Cities HOME Consortium desires to enter into a collaboration agreement with the local housing authorities to develop a joint AFH plan. The objective is to hire a consultant to facilitate the plan, with costs equally borne by the collaborating parties. The City of Richland will serve as the lead entity for the collaboration effort.

Staff recommends approval of Resolution No. 219-17.

Fiscal Impact:

Consulting services for development of an AFH Plan are estimated at approximately \$35,000, which will be borne equally by the Tri-Cities HOME Consortium, the Kennewick Housing Authority, and the Housing Authority of the City of Pasco and Franklin County.

Attachments:

1. Resolution No. 219-17
2. Proposed Collaboration Agreement

RESOLUTION NO. 219-17

A RESOLUTION of the City of Richland authorizing an agreement between the Tri-Cities HOME Consortium, the City of Kennewick Housing Authority, and the Housing Authority of the City of Pasco and Franklin County.

WHEREAS, since 1968, federal agencies and federal grantees have had a legal obligation under the Fair Housing Act to affirmatively further fair housing; and

WHEREAS, the U.S. Department of Housing and Urban Development's (HUD) Affirmatively Further Fair Housing (AFFH) rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination; and

WHEREAS, under the AFFH rule, HUD is now requiring federal grantees to replace their current Analysis of Impediments (AI) plans with an Assessment of Fair Housing (AFH) plan; and

WHEREAS, the members of the Tri-Cities HOME Consortium, Kennewick Housing Authority (KHA) and Housing Authority of the City of Pasco and Franklin County (HACPFC) desire to enter into a joint agreement to collaborate on submittal of a regional AFH plan. By the terms of the Agreement, Richland will serve as the lead agency in hiring a consultant to develop the plan, and all costs will be borne equally by the three entities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager, on behalf of the Tri-Cities HOME Consortium, is authorized to sign and execute a joint agreement with KHA and HACPFC to collaborate on submittal of a regional AFH plan.

BE IT FURTHER RESOLVED that the City Manager, on behalf of the Tri-City HOME Consortium, is authorized to sign and execute a consultant agreement for development of a regional AFH plan.

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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**ASSESSMENT FOR FAIR HOUSING COLLABORATION AGREEMENT
PROGRAM YEARS 2020-2024
BETWEEN
THE TRI-CITIES HOME CONSORTIUM (CITIES OF RICHLAND, KENNEWICK AND PASCO)
AND
HOUSING AUTHORITY CITY OF KENNEWICK
AND
THE HOUSING AUTHORITY OF THE CITY OF PASCO AND FRANKLIN COUNTY**

THIS AGREEMENT is made and entered into by and between the **CITIES OF RICHLAND, KENNEWICK and PASCO**, all Washington municipal corporations who collectively make up the **TRI-CITIES HOME CONSORTIUM** ("Consortium Members"), the **HOUSING AUTHORITY CITY OF KENNEWICK**, a Washington public housing authority ("KHA"), and the **HOUSING AUTHORITY OF THE CITY OF PASCO AND FRANKLIN COUNTY**, a Washington public housing authority ("HACPFC"). Collectively, the Consortium Members, KHA and HACPFC are referred to as "Program Participants."

I. RECITALS

WHEREAS, the Consortium Members, KHA and HACPFC each accept annual federal funding from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the Consortium Members, KHA and HACPFC are each subject to federal regulations promulgated by HUD, including the obligation to affirmatively further fair housing, which requires submission of an Analysis of Fair Housing (AFH), a joint Analysis of Fair Housing Plan (AFHP), and a Consolidated Plan every five (5) years; and

WHEREAS, the Tri-Cities HOME Consortium is a Consolidated Plan Program Participant with a program year start date of January 1. The Tri-Cities HOME Consortium's next Consolidated Plan will begin in 2020; and

WHEREAS, KHA is a public housing authority with a fiscal year beginning date of July 1. KHA's next 5-year Public Housing Authority (PHA) Plan will begin July 1, 2020; and

WHEREAS, HACPFC is a public housing authority with a fiscal year beginning date of July 1. HACPFC's next 5-year PHA Plan will also begin in 2020; and

WHEREAS, the Consortium Members, KHA and HACPFC intend to continue to submit individualized 5-year Consolidated/PHA Plans as well as Annual Plans; and

WHEREAS, the Consortium Members, KHA and HACPFC wish to collaborate in submitting an Analysis of Fair Housing and a joint Analysis of Fair Housing Plan that will include Program Participant specific barriers, strategies, and plans for implementation. Each Program Participant will address these barriers, strategies and plans in the regional AFHP as well as in the individualized Consolidated/PHA Plan process for the 2020-2024 Program Year Cycle.

NOW, THEREFORE, based on the above recitals and the promises contained herein, the Program Participants agree as follows:

II. AGREEMENT

1. LEAD ENTITY

The City of Richland, as Lead Entity for the Tri-Cities HOME Consortium, will serve as the lead entity administering the collaboration effort for development of a regional Analysis of Fair Housing and Analysis of Fair Housing Plan. The City of Richland is responsible for submitting the regional AFH and AFHP on behalf of the other Program Participants.

2. PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Program Participants will, to the extent practicable, align their Consolidated Plan program year start date(s) and/or PHA plan fiscal year beginning dates(s) in accordance with the regulations at 24 CFR 91 (for Consolidated Plan program participants) or 24 CFR part 903 (for PHAs). If alignment of program years or fiscal years is not possible, the AFH will be submitted in accordance with the Lead Entity's Consolidated Plan program year start date.

3. CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT

Program Participants will, to the extent practicable, align their consolidated planning cycle(s) and/or PHA planning cycle(s) in accordance with the regulations at 24 CFR part 91 (for Consolidated Plan program participants) or 24 CFR part 903 (for PHAs). If alignment of consolidated planning cycles or PHA planning cycles is not possible, the AFH will be submitted in accordance with the Lead Entity's Consolidated Plan cycle.

4. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

- A. Assessment of Fair Housing: Program participants are individually accountable for their own analysis, goals, and priorities relevant to their geographic area for inclusion in the joint Analysis of Fair Housing (AFH).
- B. City of Richland, as the Lead Entity, shall:
 - 1. Develop and advertise the Request For Qualifications (RFQ) for a consultant.
 - 2. Post the draft Analysis of Fair Housing Plan for public review and comment.
 - 3. Submit the final Analysis of Fair Housing Plan to HUD for review and approval.
- C. The Consortium Members, KHA and HACPFC, as Program Participants, shall:
 - 1. Select a consultant to assist all Program Participants with development of the AFH and AFHP.
 - 2. Assist with compiling a community stakeholders list for the consultant.
 - 3. Assist with coordinating stakeholder discussions regarding data and selection of appropriate Fair Housing Plan goals.
 - 4. Assist with public meetings to present information and collect feedback.
 - 5. Hold public hearings as required.
 - 6. Translate the community survey into Spanish.
 - 7. Distribute the community survey to: housing providers; social service; non-profit agencies; housing consumers, including voucher holders; landlords; and the public in general through mail, print copies, on-line and email.
 - 8. Review HUD, local data and community survey results to develop the Fair Housing Plan (data and draft plan provided by consultant).

9. Participate in the selection of fair housing goals, as individual Program Participants and as regional participants (data provided by consultant).
 10. Post the draft Analysis of Fair Housing Plan goals.
 11. Review the draft Analysis of Fair Housing Plan.
 12. Incorporate the final Analysis of Fair Housing Plan goals into Program Participant's planning documents.
5. COLLABORATION LIMITED TO DEVELOPMENT OF THE ANALYSIS OF FAIR HOUSING AND ANALYSIS OF FAIR HOUSING PLAN.

No Program Participant shall be responsible for the individual portions and costs of the other Program Participants except as stated in this Agreement. This Agreement does not relieve any Program Participant from its individual obligation to analyze and address local and regional fair housing issues and contributing factors that affect fair housing choice, and to set priorities and goals for its geographic area to overcome the effects of contributing factors and related fair housing issues. This Agreement does not relieve the responsibility of any Program Participant from completing an AFH, AFHP or Consolidated Plan due prior to the 2020-2024 AFH.

6. COST OF DEVELOPMENT OF ANALYSIS OF FAIR HOUSING AND ANALYSIS OF FAIR HOUSING PLAN

A. Program Participants will share, in equal proportions, any outside costs incurred by the Lead Entity in the creation of the AFH and AFHP. These costs will include the assistance of an outside consultant and any additional costs agreed to in writing. The cost schedule shall be as follows and reimbursed to the City of Richland as the Lead Entity:

1. Cities of Richland, Kennewick and Pasco: Payment to occur as necessary upon invoice during program years 2018 and 2019.
2. KHA and HACPFC: Payment of 1/3 of the total cost by August 31, 2018; payment of 1/3 of the total cost by December 31, 2018, and payment of the remaining 1/3 of the total cost upon acceptance of the final plan by HUD.

7. WITHDRAWAL

Program Participants may withdraw from this Agreement by setting forth, in writing, the reasons for withdrawal and the withdrawal effective date. Written notification of withdrawal shall be given to the remaining Program Participants (by hand delivery or posting in the U.S. mail) no less than sixty (60) business days prior to March 1, 2018. If notice of intent to withdrawal is not received by March 1, 2018, withdrawal is not allowed, and the obligations owed under this Agreement shall remain in full force and effect for all Program Participants who are signatory hereto.

Within fifteen (15) calendar days of providing notice of withdrawal to the Program Participants, the withdrawing Program Participant shall notify HUD of its withdrawal from the collaboration effort.

8. TIME IS OF THE ESSENCE

Time is of the essence of every provision of this Agreement. Program Participants agree to act promptly and diligently in fulfilling every obligation under this Agreement.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other party of this Agreement shall nevertheless be in full force and effect.

10. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

11. WAIVER

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12. GOVERNING LAW; VENUE; ATTORNEY'S FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action instituted under this Agreement shall be in the Superior Court for Benton County, Washington. All parties submit to personal jurisdiction in Benton County Superior Court.

13. ENTIRE AGREEMENT

This Agreement for the submission of the 2020-2024 AFH and AFHP supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Program Participants. By signing this Agreement, the Program Participants are bound to perform the promises within this Agreement. Any amendment to this Agreement must be in writing and submitted to HUD in addition to the required approval process of each Program Participant.

14. NON-APPROPRIATION

The Parties acknowledge and agree that the validity of this Agreement is based upon the availability of public funding under the authority of the Program Participants' respective statutory mandates.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date of signing by the City of Richland, Lead Entity of the Tri-Cities HOME Consortium.

PARTICIPANT #1 TRI-CITIES HOME CONSORTIUM:

Marie E. Mosley, City Manager Date
Consortium Member, City of Kennewick

Cynthia D. Reents, ICMA-CM Date
City Manager, City of Richland
Consortium Lead Entity

Dave Zabell, City Manager Date
Consortium Member, City of Pasco

HOUSING AUTHORITY CITY OF KENNEWICK:

By: _____

Title: _____

HOUSING AUTHORITY OF THE CITY OF PASCO AND FRANKLIN COUNTY:

By: _____

Title: _____

APPROVED AS TO FORM:

Heather Kintzley, Richland City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 221-17, Authorizing a Purchase and Sale Agreement with Rieve Properties for 1-Acre in the Horn Rapids Business Center

Department:

Community & Development Services

Ordinance/Resolution Number:

221-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 221-17, authorizing the City Manager to sign and execute a purchase and sale agreement with Rieve Properties, LLC.

Summary:

Rieve Properties is proposing to purchase a 1-acre lot in the Horn Rapids Business Center along the north side of Robertson Drive for the development of a construction office and warehouse facility.

Rieve Properties is owned by Lee Petty, owner of LCR Construction in Kennewick.

The purchase price is \$1.50 per square foot for the 1-acre property, amounting to estimated gross proceeds of \$65,340. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September, 2013.

The City will retain a repurchase right if Rieve Properties has not submitted an application for approval of building plans to the City within six (6) months of closing, and if they do not begin construction of the construction office and warehouse facility within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee at its November 27, 2017 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 221-17.

Fiscal Impact:

Purchase Price is \$1.50 per square foot with estimated gross proceeds of \$65,340 for the 1-acre lot. A portion of the proceeds will be distributed to the City's Utility Fund to recover costs for construction of HRBC utilities in 1988, per the following:

-Electric Fund (\$0.044 per square foot): \$1,916.64

-Water Fund (\$0.079 per square foot): \$3,441.24

-Sewer Fund (\$0.029 per square foot): \$1,263.24

Net Proceeds after closing and Utility Fund allocations will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 221-17
2. Rieve Properties - PSA
3. Record Survey No. 4756
4. Site Map

RESOLUTION NO. 221-17

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Rieve Properties, LLC.

WHEREAS, the City of Richland is the owner of one (1) acre of City-owned surplus property, described as Parcel F of Record Survey No. 4756, located along the north side of Robertson Drive in the Horn Rapids Business Center; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, which was adopted by City Council on September 17, 2013, the one (1) acre of business center property is available for sale at \$1.50 per square foot, for a total price of \$65,340; and

WHEREAS, Rieve Properties, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its November 27, 2017 meeting, the Economic Development Committee (EDC) favorably recommended the sale of one (1) acre of City-owned surplus property in the Horn Rapids Business Center to Rieve Properties, LLC for the total sale price of \$65,340.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement with Rieve Properties, LLC for the sale of one (1) acre of City-owned property along the north side of Robertson Drive in the Horn Rapids Business Center, described as Parcel F of Record Survey No. 4756, for a total sale price of \$65,340.

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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of _____, 2017 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Seller"), and **RIEVE PROPERTIES, LLC**, a Washington limited liability company ("Purchaser").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, as depicted in **Exhibit A and B**, and is legally described as follows:

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995-018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1960.05 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING. THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 1.00 ACRES

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

1.3. Laws and Rights. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.4. Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2. Purchase Price. The Purchase Price for the Property shall be **one dollar and fifty cents (\$1.50)** per square foot, for a total Purchase Price of **sixty-five thousand three hundred forty dollars (\$65,340)** for the one (1) acre property. The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Company.

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with Chicago Title Company ("Title Company") a cashier's check in the amount of **five thousand dollars (\$5,000)** within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser determines to terminate this Agreement during the due diligence period provided in Section 3.3. However, should Purchaser default or terminate this Agreement at any time after the due diligence period has expired, the balance of the earnest money shall be forfeited to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. Executed Contract. The "Executed Contract" date is the date that both parties have signed this Purchase and Sale Agreement. If the Purchase and Sale Agreement is signed on different days, the "Executed Contract" date is the date of the last signing party. Both Purchaser and Seller must sign this Purchase and Sale Agreement within fifteen (15) business days of approval from the Richland City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Preliminary Title Report. Within five (5) business days after the Execution Date, Purchaser, at its sole cost and expense, shall order from Chicago Title Company a preliminary title report on the Property, and copies of all documents referred to therein, and upon receipt, furnish same to Seller.

3.3. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2. Said due diligence period may be extended an additional thirty (30) business days upon written agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by

Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. If Purchaser has terminated this Agreement and items specified in 6.1.3 have been completed, the costs incurred for these services shall be deducted from the Earnest Money Deposit, and the balance paid to Purchaser within five (5) business days of termination.

3.4. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and be without further obligation of either party to the other.

4. Closing. On or before the date of closing, Purchaser shall deliver to Chicago Title Company the Purchase Price for the Property in all cash. Seller shall deliver the Deed, as approved by Purchaser, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property as described in Section 1.1 in Purchaser, Title Company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard owner's policy of title insurance.

4.1. Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one-half of all recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance. Purchaser shall pay one-half of all transfer taxes, recording costs and escrow closing costs.

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Chicago Title Company, and shall occur on a date specified by Chicago Title Company with written notice to Seller and Purchaser. Unless extended in writing by the parties, closing shall occur no later than sixty (60) business days after the last day of the Due Diligence period. If, due to fault of the Purchaser, this transaction fails to close within sixty (60) business days as provided herein, the Earnest Money shall be forfeited and this Agreement shall terminate. If, due to fault of the Seller, this transaction fails to close within sixty (60) business days as provided herein, the Earnest Money shall be returned to the Purchaser and the remedies available under Section 8 shall apply. For good cause, the parties may choose by written agreement to extend the closing date beyond 60 business days.

5. Title. Upon closing of escrow as set forth in Section 4, fee title to the Property shall be conveyed by Seller to Purchaser by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

6.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

6.1.1. From the date of this Agreement through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without Purchaser's prior written consent.

6.1.2. During the Contract Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchaser's prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the Preliminary Title Report.

6.1.4. During the Contract Period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other.

6.2.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Purchase and Sale Agreement and such other documents will have been, or will be, taken.

6.2.2. Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.2.3. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

6.2.4. Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

6.2.5. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

6.2.6. Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

6.2.7. Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

6.3. Purchaser's Representations: Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing.

6.3.1. Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase and Sale Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

6.3.2. Purchaser represents that it has sufficient funds to close this transaction.

6.3.3. Purchaser represents that the Property will be developed with outbuildings and a construction equipment laydown yard. Deviation from this intended use must be authorized by the Seller in writing or be subject to the Right to Repurchase Clause in Section 10.13. Nothing in this Agreement shall be construed as alleviating the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of the Property for said use.

6.3.4. PURCHASER ACKNOWLEDGES THAT POLE BUILDINGS ARE NOT ALLOWED IN THE HORN RAPIDS INDUSTRIAL PARK AND BUSINESS CENTER, AND WILL NOT BE CONSTRUCTED ON SAID PROPERTY.

6.4. Survival of Covenants. The Covenants, Representations, and Warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from Seller to Purchaser.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) days after notice of such event. If prior to the closing Date neither party provides said termination notice within such two (2)

day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 7.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 7.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. Purchaser's Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedy (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

9. Liquidated Damages. IN THE EVENT OF MATERIAL DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER AND KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

10. Miscellaneous.

10.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

10.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller:	City of Richland Attn: Economic Development Office P.O. Box 190, MS #18 Richland, Washington 99352 Phone: (509) 942-7583
If to Purchaser:	Rieve Properties, LLC Attn: Lee Petty Pasco, Washington 99301 Phone: (509) 987-2747

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

10.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

10.5. 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.

10.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

10.7. Binding Effect. Regardless of which party prepared or communicated this Purchase and Sale Agreement, this Purchase and Sale Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

10.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase and Sale Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

10.9. Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall

constitute one such Agreement.

10.10. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

10.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, 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, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

10.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of being developed with outbuildings and a construction equipment laydown yard, subject to the following:

10.13.1. If Purchaser fails to submit an application to Seller for approval of building plans within six (6) months of closing, Seller reserves the right to reclaim title to the Property.

10.13.2. If Purchaser does not initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of closing, Seller reserves the right to reclaim title to the Property.

10.13.3. Seller shall reclaim the Property by refunding the original Purchase Price as cited in Section 2 of this Agreement for approximately 1.00 acre of property (the "Purchase Price"), without interest.

10.13.4. Purchaser and Seller shall each pay for one-half of the closing costs related to the repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey Title to Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of the Property.

10.13.5. This Reversionary Right is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase survives sixty (60) months after closing or until such time as building commences, whichever is earlier.

10.13.6. Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase Period requires Seller's approval, which shall be given in Seller's sole discretion. Seller's Right to Repurchase as identified in Section 10.13 shall survive the delivery of the Deed.

10.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed contract with counsel before signing this Agreement.

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown next to its signature, and Seller has accepted on the date shown next to its signature.

CITY OF RICHLAND – SELLER

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

**RIEVE PROPERTIES, LLC –
PURCHASER**

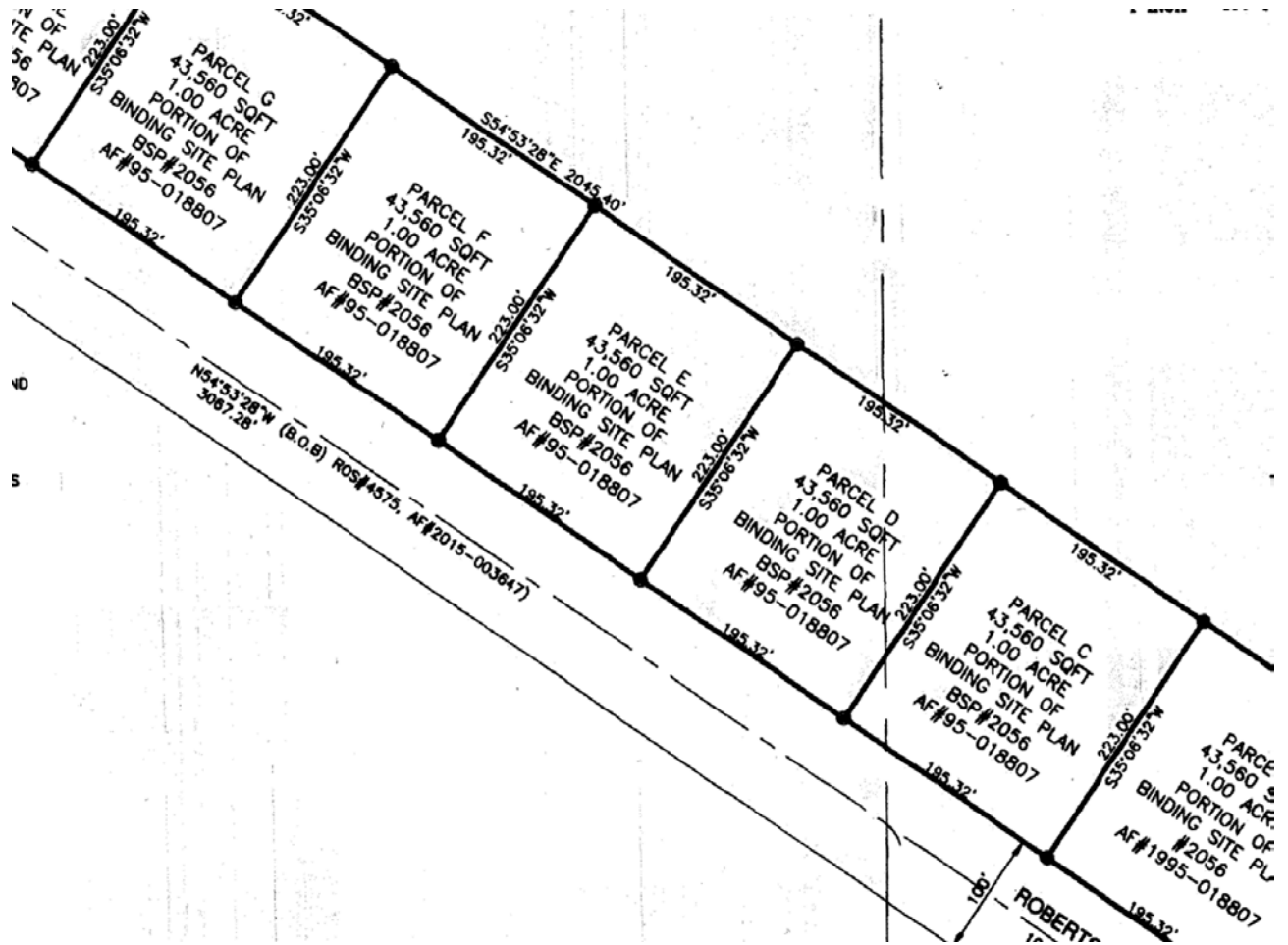


By: Lee Petty
Its: Owner

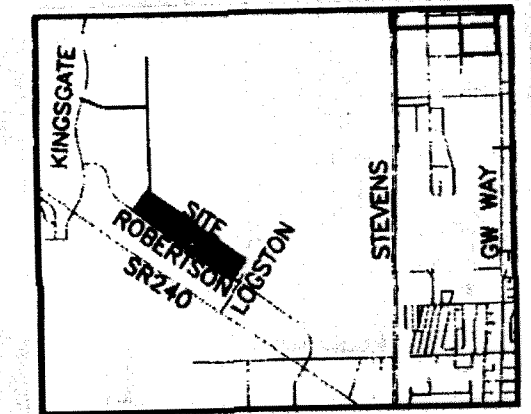
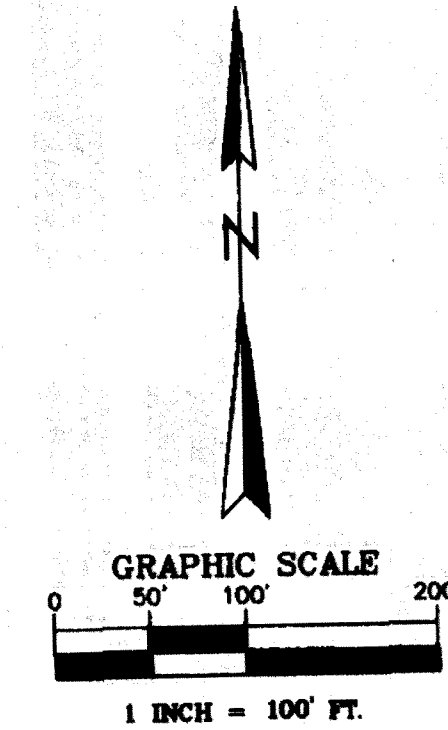
APPROVED AS TO FORM:

By: Heather Kintzley
Its: City Attorney

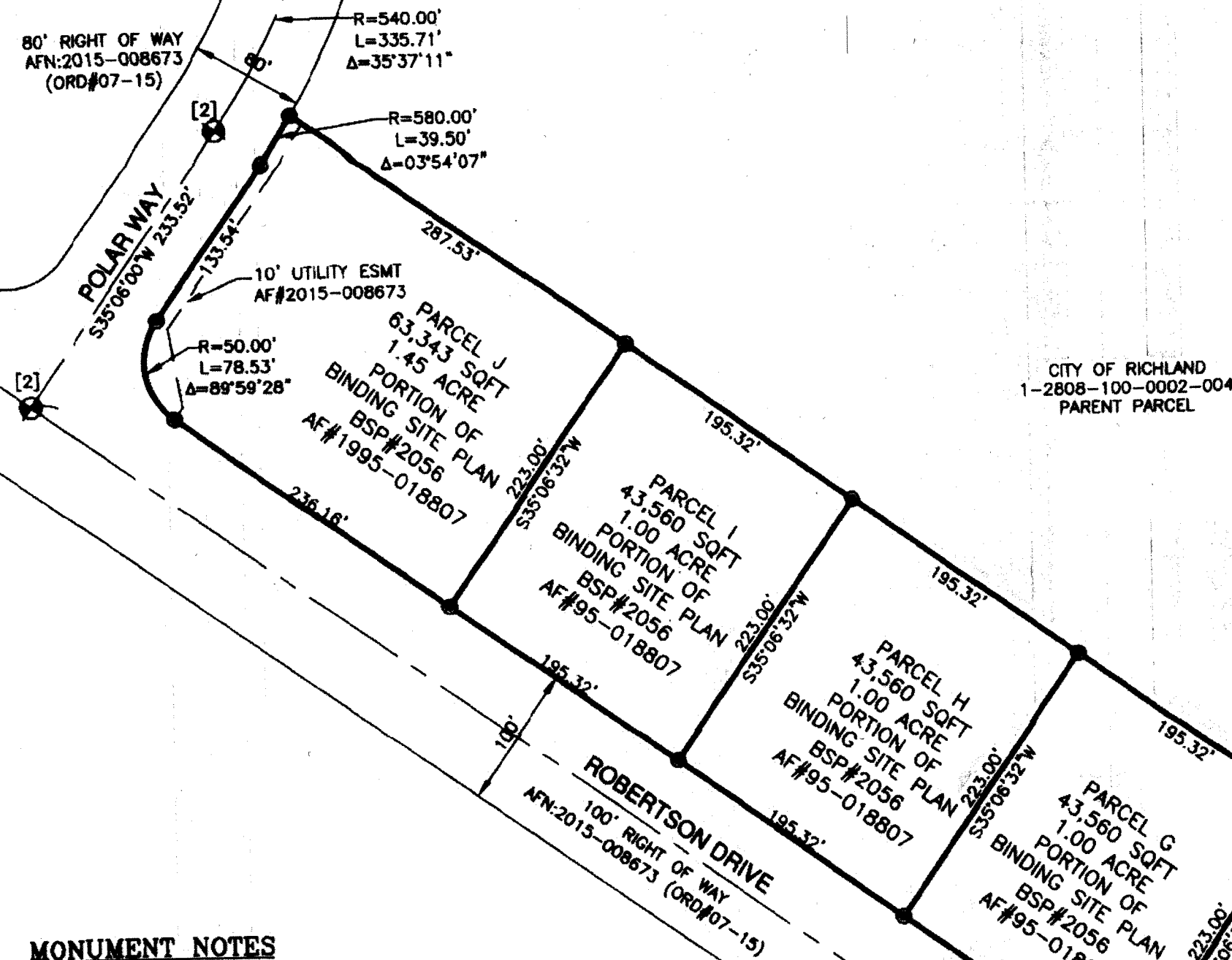
EXHIBIT B
PARCEL "F" RECORD SURVEY NO. 4756



RECORD OF SURVEY NO. 4756
AMENDING A PORTION OF THAT RECORD OF SURVEY FOR
BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PORTIONS OF THE W 1/2 SECTION 27 & NE 1/4,
SECTION 28, TOWNSHIP 10 NORTH,
RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



VICINITY MAP
NTS



MONUMENT NOTES

1. FOUND 2.5" BRASS CAP IN MONUMENT CASE
2. FOUND 2.5" BRASS CAP IN MONUMENT CASE "45774."

SURVEYOR'S NOTES

1. DATE OF SURVEY/MONUMENTS VISITED: FEBRUARY 26, 2016.
2. BASIS OF BEARING: NAD83(2011) WA SPC SOUTH ZONE, US SURVEY FEET GRID DISTANCES. MULTIPLY GRID DISTANCES BY A COMBINED SCALE FACTOR OF 1.000089616 TO ACHIEVE GROUND DISTANCES. DISTANCES CONTAINED IN LEGAL DESCRIPTIONS ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999910392 TO ACHIEVE SURVEYED GRID DISTANCES.
3. EQUIPMENT: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090. TRAVERSE WAS NOT BALANCED.
4. FOUND MONUMENT AS NOTED.
5. SET 5/8" REBAR & CAP "PERMIT SURVEY PLS 45774".
6. THE PURPOSE OF THIS SURVEY IS TO AMEND BINDING SITE PLAN 2056.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 5th DAY OF July, 2016 A.D. AT 4:32 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEYS, PAGE 4756 AT THE REQUEST OF
CHRISTOPHER C. AMMANN.
BENTON COUNTY AUDITOR Brenda Chilton by Myriam J. Jaramila
FEE NO. 2016-019344

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY
OF RICHLAND IN JANUARY 2016.



2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

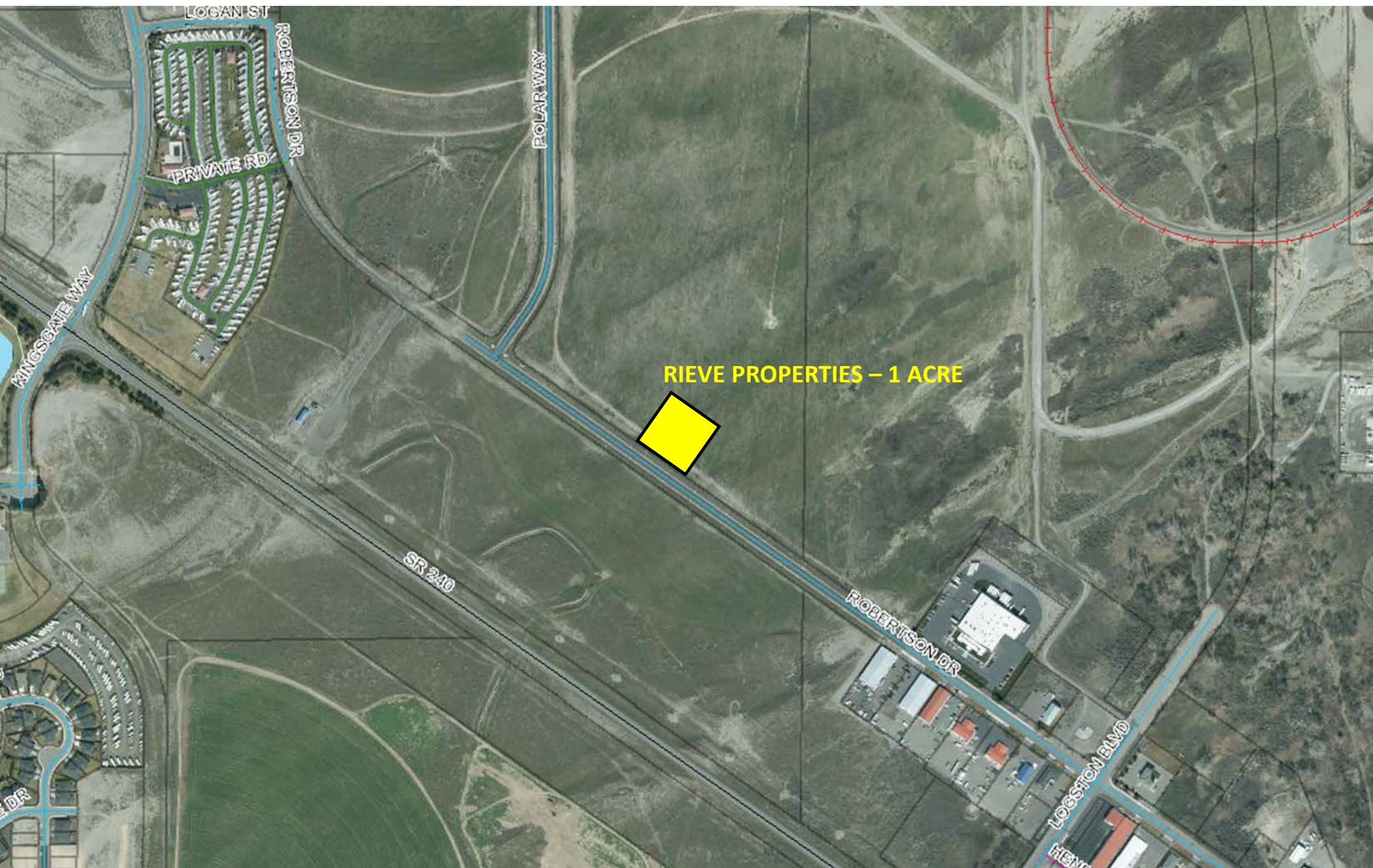
DATE: 5/19/16
SCALE: 1"=100'
DRAWN BY: ADG
APPROVED BY: CCA
14037

CITY OF RICHLAND
ROBERTSON DRIVE EXTENSION

RICHLAND

WASHINGTON

SHEET 1 OF 2





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 222-17, Authorizing a Purchase and Sale Agreement with Anmol Enterprises, LLC for 2.5 Acres in the Horn Rapids Commercial Center

Department:

Community & Development Services

Ordinance/Resolution Number:

222-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 222-17, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Anmol Enterprises, LLC.

Summary:

Anmol Enterprises, LLC is proposing to purchase a 2.5-acre lot in the Horn Rapids Commercial Plaza along Kingsgate Way and east of the Horn Rapids Golf Course Community for the development of a gas station, convenience store, coffee stand and car wash.

The total purchase price for the 2.5-acre property is \$336,501. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September, 2013.

The City will retain a repurchase right if Anmol Enterprises, LLC has not submitted an application for approval of building plans to the City within eight (8) months of closing, and if construction of the commercial development does not begin within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee at its November 27, 2017 meeting. The EDC recommends approval. Staff also recommends approval of Resolution No. 222-17.

Fiscal Impact:

The Purchaser will pay \$336,501 for the 2.5-acre lot in the Horn Rapids Commercial Plaza. Net proceeds after closing will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 222-17
2. Anmol Enterprises - PSA
3. Site Map

RESOLUTION NO. 222-17

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Anmol Enterprises, LLC.

WHEREAS, the City of Richland is the owner of 2.5 acres of City-owned surplus property located in the Horn Rapids Commercial Plaza along Kingsgate Way and east of the Horn Rapids Golf Course Community; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, the 2.5 acres of business center property is available for sale at a total price of \$336,501; and

WHEREAS, Anmol Enterprises, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its November 27, 2017 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 2.5 acres of City-owned surplus property in the Horn Rapids Commercial Plaza to Anmol Enterprises, LLC for the total sale price of \$336,501.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement with Anmol Enterprises, LLC for the sale of 2.5 acres of City-owned property in the Horn Rapids Commercial Plaza for a total sale price of \$336,501.

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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of _____, 2017 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Seller"), and **ANMOL ENTERPRISES, LLC**, a Washington for-profit corporation ("Purchaser").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, as legally described and as depicted in Exhibit A.

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

1.3. Laws and Rights. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.4. Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2. Purchase Price. The total purchase price for the 2.5 Acre Property shall be three hundred thirty-six thousand five hundred one dollars and no cents (\$336,501). The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Company.

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with Chicago Title Company ("Title Company") a certified or cashier's check or wire transfer in the amount of ten thousand dollars (\$10,000) within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser determines to terminate this Agreement during the due diligence period provided in Section 3.3. However, should Purchaser default or terminate this Agreement at any time after the due diligence period has expired, the balance of the Earnest Money Deposit shall be forfeited to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified

in 4.1 have been deducted and paid from the Earnest Money Deposit.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. Executed Contract. The "Executed Contract" date is the date upon which both parties have signed this Purchase and Sale Agreement. If the Purchase and Sale Agreement is signed on different days, the "Executed Contract" date is the date of the last signing party. Both Purchaser and Seller must sign this Purchase and Sale Agreement within fifteen (15) business days of approval from the Richland City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Preliminary Title Report. Within five (5) business days after the Execution Date, Purchaser, at its sole cost and expense, shall order from Chicago Title Company a preliminary title report on the Property, and copies of all documents referred to therein, and upon receipt, furnish same to Seller.

3.3. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) business days after receipt of the title report described in Section 3.2. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. If Purchaser has terminated this Agreement and items specified in 6.1.3 have been completed, the costs incurred for these services shall be deducted from the Earnest Money Deposit, and the balance paid to Purchaser within five (5) business days of termination.

3.4. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and be without further obligation of either party to the other.

4. Closing. On or before the date of Closing, Purchaser shall deliver to Chicago Title Company the Purchase Price for the Property in the form of a certified or cashier's check or wire transfer. Seller shall deliver the Deed, as approved by Purchaser, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property as described in Section 1.1 in

Purchaser, Title Company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard owner's policy of title insurance.

4.1. Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one-half of all recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance. Purchaser shall pay one-half of all transfer taxes, recording costs and escrow closing costs.

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Chicago Title Company, and shall occur on a date specified by Chicago Title Company with written notice to Seller and Purchaser. Unless extended in writing by the parties, closing shall occur no later than sixty (60) business days after the last day of the Due Diligence period. If, due to fault of the Purchaser, this transaction fails to close within sixty (60) business days as provided herein, the Earnest Money shall be forfeited and this Agreement shall terminate. If, due to fault of the Seller, this transaction fails to close within sixty (60) business days as provided herein, the Earnest Money shall be returned to the Purchaser and the remedies available under Section 8 shall apply. For good cause, the parties may choose by written agreement to extend the closing date beyond sixty (60) business days.

5. Title. Upon Closing of escrow as set forth in Section 4, fee title to the Property shall be conveyed by Seller to Purchaser by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

6.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

6.1.1. From the date of this Agreement through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without Purchaser's prior written consent.

6.1.2. During the Contract Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchaser's prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the Preliminary Title Report.

6.1.4. During the Contract Period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the

following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this Section, the Earnest Money Deposit shall be returned to Purchaser.

6.2.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Purchase and Sale Agreement and such other documents will have been, or will be, taken.

6.2.2. Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.2.3. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

6.2.4. Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

6.2.5. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

6.2.6. Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

6.2.7. Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

6.3. Purchaser's Representations: Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing.

6.3.1. Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase and Sale Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement

and such other documents have been, or will be, taken.

6.3.2. Purchaser represents that it has sufficient funds to close this transaction.

6.3.3. Purchaser further represents that the property will be developed as a gas station/convenience store with car wash, fast food restaurant, espresso coffee stand and commercial retail uses. Any deviation from this intended use must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 10.13. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

6.3.4. Purchaser is hereby put on notice that pole buildings are prohibited in the Horn Rapids Commercial Plaza. PURCHASER AGREES THAT POLE BUILDINGS ARE NOT ALLOWED IN THE HORN RAPIDS COMMERCIAL PLAZA, AND WILL NOT BE CONSTRUCTED ON SAID PROPERTY.

6.4. Survival of Covenants. The Covenants, Representations, and Warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from Seller to Purchaser.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 7.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 7.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. Purchaser's Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedy (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity.

9. Liquidated Damages. IN THE EVENT OF MATERIAL DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

10. Miscellaneous.

10.1. Finder's Fee. Purchaser and Seller each agree that if Purchaser closes on the purchase of the Property, Seller shall pay a four percent (4%) Finder's Fee to a licensed real estate agent representing Purchaser as provided in Exhibit B. Except as provided herein, Seller and Purchaser both agree to indemnify, defend, and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for a commission or Finder's Fee resulting from the purchase of the Property. The provisions of this Section 10.1 shall survive Closing.

10.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Kamaljit Singh
1903 Jadwin Avenue
Richland, Washington 99352

Phone: (509) 430-8507 (Vini Duggal)
Email: vini@progsales.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

10.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

10.5. 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.

10.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

10.7. Binding Effect. Regardless of which party prepared or communicated this Purchase and Sale Agreement, this Purchase and Sale Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

10.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase and Sale Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

10.9. Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

10.10. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

10.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, 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, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

10.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser in anticipation of a gas station/convenience store with car wash, fast food restaurant, espresso coffee stand and commercial retail uses, subject to the following:

10.13.1. If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property.

10.13.2. If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property.

10.13.3. Seller shall reclaim the Property by refunding the original Purchase Price of three hundred thirty-six thousand five hundred one dollars and no cents (\$336,501) for the 2.5 acre property, without interest.

10.13.4. Purchaser and Seller shall each pay for one half of the closing costs related to the repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey Title to Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of the Property.

10.13.5. This Reversionary Right is exclusive to Seller and shall be exercised at Seller's sole discretion. This Reversionary Right survives thirty sixty months (36) months after closing or until such time as building commences, whichever is earlier.

10.13.6. Seller shall be under no obligation to exercise this Reversionary Right. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty sixty (36) month Reversionary Period, which shall be given in Seller's sole discretion. This Reversionary Clause shall survive the delivery of the Deed.

10.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed contract with counsel before signing this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

CITY OF RICHLAND – SELLER

**ANMOL ENTERPRISES, LLC –
PURCHASER**

By: Cynthia D. Reents, ICMA-CA
Its: City Manager

By: Kamaljit Singh
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley
Its: City Attorney

EXHIBIT A

LEGAL DESCRIPTION AND SURVEY MAP

THAT PORTION OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28, THENCE SOUTH $00^{\circ}30'06''$ WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 2640.16 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH $89^{\circ}19'49''$ EAST ALONG THE EAST-WEST CENTER OF SECTION LINE, A DISTANCE OF 2645.07 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 28 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}34'24''$ WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 352.88 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT-OF-WAY OF KINGSGATE WAY AND POINT OF CURVE, THENCE ALONG SAID PROPOSED EASTERLY RIGHT-OF-WAY THE FOLLOWING DESCRIBED COURSES;

ALONG A NON RADIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $48^{\circ}49'52''$, A RADIUS OF 649.00 FEET, A CHORD BEARING OF NORTH $23^{\circ}50'32''$ WEST, AN ARC DISTANCE OF 553.12 FEET; THENCE NORTH $48^{\circ}15'28''$ WEST, A DISTANCE OF 173.89 FEET TO THE EXISTING EASTERLY RIGHT-OF-WAY OF SAID KINGSGATE WAY AS RECORDED UNDER AUDITOR'S FILE NO. 2008-001765 RECORDS OF BENTON COUNTY, WASHINGTON; THENCE CONTINUING ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY, THE FOLLOWING DESCRIBED COURSES;

NORTH $48^{\circ}15'28''$ WEST, A DISTANCE OF 169.63 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $46^{\circ}32'51''$. A RADIUS OF 250.00 FEET, AND AN ARC DISTANCE OF 203.10 FEET; THENCE NORTH $01^{\circ}42'37''$ WEST A DISTANCE OF 2.43 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $91^{\circ}28'37''$, A RADIUS OF 25.00 FEET, AND AN ARC DISTANCE OF 39.92 FEET; THENCE NORTH $02^{\circ}12'08''$ WEST, A DISTANCE OF 150.09 FEET TO THE TRUE POINT OF BEGINNING

THENCE NORTH $01^{\circ}42'37''$ WEST 175.42 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $36^{\circ}48'50''$. A RADIUS OF 275.00 FEET, AND AN ARC DISTANCE OF 176.69 FEET; THENCE NORTH $89^{\circ}46'00''$ EAST FOR A DISTANCE OF 228.08 FEET; THENCE SOUTH $54^{\circ}53'47''$ EAST FOR A DISTANCE OF 58.46 FEET; THENCE SOUTH $01^{\circ}42'37''$ EAST FOR A DISTANCE OF 307.81 FEET; THENCE SOUTH $89^{\circ}46'00''$ WEST FOR A DISTANCE OF 329.75 FEET AND THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

CONTAINS 2.5 ACRES

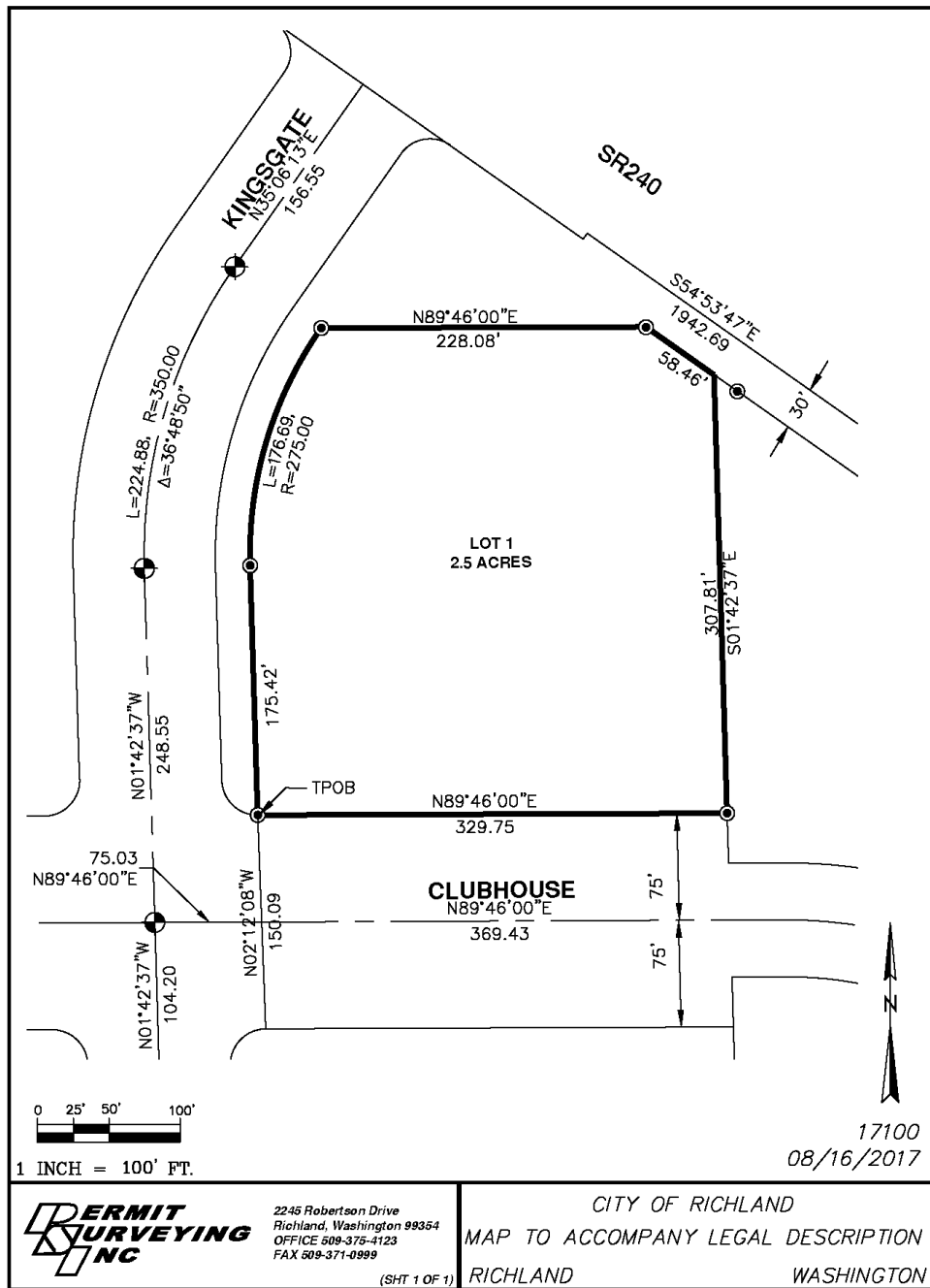


EXHIBIT B

**CITY OF RICHLAND
FINDER'S FEE AGREEMENT**

Name of Broker/Agent making Introduction: Vini Duggal, Managing Broker.

Agent for: Progressive Sales, Inc.

Name of Prospective Purchaser: Kamal Singh

Description of Land: 2.5 acres in the Horn Rapids Commercial along the east side of Kingsgate Way adjacent to the Horn Rapids Golf Course Community. See **Lot 1 in Exhibit A** in the Purchase and Sale Agreement.

The City agrees to pay the above named Broker/Agent a Finder's fee upon the execution and successful Closure of a Purchase and Sale Agreement with the above named Purchaser, for the purchase and sale of the above-described tract of land. This Agreement is not an exclusive listing agreement. The Broker/Agent will only be entitled to payment of the Finder's fee upon Closing of the sale. The Title Company shall pay said fee out of escrow at time of Closing.

Term of Agreement: 30 days, plus the time period until Closing provided for in the Purchase and Sale Agreement that references this Finder's Fee Agreement.

Agent/Broker's Fee: Four Percent (4%) of Total Purchase Price. Purchase Price is estimated at \$336,501.

The Economic Development Manager for the City of Richland may at his/her sole discretion, grant an extension of the term of this Agreement if he/she determines that the transaction is making satisfactory progress towards Closing. This Agreement expires 60 days after the Execution Date of the Purchase and Sale Agreement. Execution of any purchase and sale agreement is subject to approval by City Council. During the term of this Agreement the City may pursue other purchasers for the subject property until the time of execution of a purchase and sale agreement with the above Prospective Purchaser.

PSA Execution Date: _____, 2017

Economic Development Manager

Signature of Broker/Agent

Vini Duggal

Name of Broker/Agent - Printed





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 220-17, Authorizing the Energy Services Director to Represent the City of Richland Energy Services in Market Power Purchase Transactions with Northwest Intergovernmental Energy Supply

Department:

Energy Services

Ordinance/Resolution Number:

220-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 220-17, authorizing Energy Services Director to Represent the City of Richland Energy Services in Market Power Purchase Transactions with Northwest Intergovernmental Energy Supply.

Summary:

In order to minimize the impact to Richland's electric utility customers and to maintain electric rates as low as responsibly possible, Richland Energy Services (RES) staff works with other agencies and electric utilities to collectively purchase power.

Long range resource plans have identified market power purchases as the best alternative for the foreseeable future. Because market power purchase decisions often need to be made within narrow time windows, it is necessary to authorize an RES staff representative to transact on behalf of the City's electric utility.

Attached Resolution No. 220-17 proposes that the RES Director be authorized to transact for market power purchases within conditions set forth in the proposed resolution. This recommendation was the culmination of in-depth discussion at the November 14, 2017 Utility Advisory Committee (UAC) meeting.

RES staff, consistent with past practice, will continue to engage the UAC regarding future power purchase planning. These efforts will also guide the RES Director in the role of market power purchase transactions.

Staff recommends the adoption of Resolution No. 220-17.

Fiscal Impact:

No fiscal impact.

Attachments:

I. Resolution No. 220-17

RESOLUTION NO. 220-17

A RESOLUTION of the City of Richland authorizing the Energy Services Director to Represent the City of Richland Energy Services in Market Power Purchase Transactions with Northwest Intergovernmental Energy Supply.

WHEREAS, the primary purpose of the engagement of City of Richland Energy Services (RES) staff with other agencies and utilities related to power purchases is to minimize the rate impact of Richland's electric utility customers and maintain Richland's electric utility rates as low as responsibly possible; and

WHEREAS, 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) in 2008 for the purpose of collectively purchasing 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), authorized through approval of Resolution No. 118-14 by Richland City Council 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 identifying market purchases as the best alternative for securing 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, which includes conditions by which members and NIES/NESC would transact for market purchases with specified 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 power suppliers for market power purchases; and

WHEREAS, through adoption on November 21, 2017 of Resolution No. 206-17, Richland City Council approved the execution and administration of the MRA; and

WHEREAS, the transaction of market power purchases as conditioned by the MRA will require a duly authorized representative of RES to engage with other NEMS/NIES staff and designated member utility representatives in a timely manner, sometimes requiring decisions within a window of several hours; and

WHEREAS, by the roles, responsibilities, and qualifications prescribed in the job description for the RES Director, this position is best-suited to include transacting for market power purchases as conditioned by the MRA and conditioned further through parameters set by Council to appropriately limit that transaction authority.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City's RES Director is authorized as conditioned below to transact through NEMS/NIES with power suppliers for market power purchases:

Market Power Purchase Conditions

1. Pricing: The purchase price as measured in \$/MWh shall not exceed Bonneville Power Administration (BPA) average Priority Firm (PF) rate at the time of purchase transaction. This price cap may be exceeded only to the extent necessary for regulatory compliance under the State of Washington Energy Independence Act (EIA) regarding renewable power generation targets.
2. Transmission and Ancillary Service Costs: No additional transmission charges will be incurred except for real power loss returns on the BPA transmission system. Any additional costs incurred on non-BPA transmission systems must be included within the price caps identified in Condition 1. above.
3. The cumulative amount of all non-federal market power purchases shall be limited in quantity to the "up to" amount for each respective purchase year as declared in Exhibit C of the BPA Power Sales Agreement, BPA Contract No. 09PB-13097.

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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Appointments to the Americans with Disabilities Act Citizens Review Committee: David Carl and Michele Levenite

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the reappointments of David Carl to Position No. 1 and Michele Levenite to Position No. 2 on the Americans with Disabilities Act Citizens Review Committee.

Summary:

The Americans with Disabilities Act Citizens Review Committee position terms currently held by David Carl and Michele Levenite expired on September 30, 2017.

Vice Chair Sillers and Staff Liaison Kintzley are recommending the reappointment of Mr. Carl to Position No. 1 and Ms. Levenite to Position No. 2.

The positions terms are effective October 1, 2017 through September 30, 2020.

Fiscal Impact:

None.

Attachments:

I. Recommendation

Barham, Debby

From: Kintzley, Heather
Sent: Monday, November 20, 2017 4:25 PM
To: Barham, Debby
Subject: ADA Committee Recommendations

Debby, Vice Chair Steve Sillers and I recommend David Carl and Michelle Levenite for reappointment to the Richland ADA Committee.

Thanks,
Heather



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Authorize Travel for Mayor Thompson and Mayor Pro Tem Christensen

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize travel for Mayor Thompson and Mayor Pro Tem Christensen to attend the Energy Communities Alliance Peer Exchange in Las Vegas, Nevada from January 15-18, 2018.

Summary:

Mayor Thompson and Mayor Pro Tem Christensen plan to attend the Energy Communities Alliance (ECA) Peer Exchange on Defense Nuclear Waste Disposition January 15-18, 2018 in Las Vegas, Nevada.

The ECA is planning a Peer Exchange to discuss the U.S. Department of Energy's (DOE) progress and current initiatives regarding defense nuclear waste disposition across the complex, and ECA priorities moving forward.

Richland Municipal Code Sections 1.01.040 and 2.26.062 require Council approval for travel which requires either an overnight stay, the use of commercial transportation to travel outside of Washington State or when expenses exceed \$500.

Fiscal Impact:

Anticipated expenses for both Mayor Thompson and Mayor Pro Tem Christensen to attend the Peer Exchange are \$3,222.40. ECA will reimburse most expenses associated with the Peer Exchange. There are enough funds in Council's tuition and travel budget line items to cover expenses.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from November 13, 2017 - November 24, 2017 for \$4,466,402.97 including Check Nos. 252009-252337, Wire Nos. 6623-6630, Payroll Check Nos. 126842-127379, and Payroll Wire/ACH Nos. 10174-10189

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from November 13, 2017, to November 24, 2017 in the amount of \$4,466,402.97.

Summary:

Breakdown of Expenditures:

Check Nos.	252009-252337	1,700,532.38
Wire Nos.	6623-6630	248,409.96
Payroll Check Nos.	126842-127379	19,529.16
Payroll Wires/ACH	10174-10189	2,497,931.47
TOTAL		\$4,466,402.97

Fiscal Impact:

Yes

Total Disbursements: \$4,466,402.97.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
NOVEMBER 13 - NOVEMBER 24, 2017

Payee	Wire Description	Amount
Claim Wires - Wire No. 6623 to 6630		
AW Rehn Insurance	Fire Health Reimbursement Account	315.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	229,460.98
Conover	Section 125	5,640.80
Zenith Administrators	Insurance Claims	12,993.18
	Total Claim Wire Transfers	\$ 248,409.96
Payroll Wires & Direct Deposits (ACH) - Wire No. 10174 to 10189		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,497,931.47
Total Claim & Payroll Wires/ACH		\$ 2,746,341.43

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



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001	GENERAL FUND				
Division:	000	UNASSIGNED			
BANK OF AMERICA		17100060909	252153	BANK ANALYSIS FEES	\$3,061.37
		TXN00035889	252252	SUMMIT RACING MAIL ORDER - Cre	(\$1,404.41)
BOOTHE, CHAD		17-171 BOOTHE	252158	17-171 APWA TRAINING	\$432.00
DAVIS, DEANNA		17-412 DAVIS	252170	17-412 INTERAGENCY PRESENTA	\$211.80
PETERS, JEFF		17-417 PETERS	252187	17-417 ROCKY MTN PAVE MEET	\$994.04
RATKAI, N. ZACH		17-448 RATKAI	252189	17-448 NWSA/BNSF/PORT MTNGS	\$104.00
RECWARE REFUND		103017	252122	DEPOSIT REFUND	\$425.00
			252123	DEPOSIT REFUND	\$425.00
		110317	252094	BASKETBALL WITHDRAWAL	\$39.00
		110717	252010	DEPOSIT REFUND	\$150.00
				DEPOSIT REFUND	\$200.00
			252057	DEPOSIT REFUND	\$150.00
				DEPOSIT REFUND	\$200.00
			252101	DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$150.00
			252135	DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$150.00
TELQUIST MCMILLEN CLARE, PLLC		P002896-090817	252329	P002896-DUPLICATE PRR FEE PMT	\$3.60
WA STATE BOARD OF INDUSTRIAL APPEALS		110817 UB	252144	REFUND OVERPAYMENT ON UB	\$88.99
WEBCHECK INC		5840	252148	WEBCHECK SRVC OCT 17	\$1,251.07
UNASSIGNED TOTAL ****					\$7,031.46
Division:	001	CITY COUNCIL			
BANK OF AMERICA		TXN00035422	252252	AWC-RGNL MTG-SK	\$50.00
		TXN00035581		NATL-GOVS-ASSN-ECA-TC	\$295.00
		TXN00035725		AWC-REGIONAL MTGS-PL-SK	\$50.00
		TXN00035726		NATL-GOVS-ASSN-ECA-BT	\$295.00
PARADISE BOTTLED WATER CO		10/17-CITYATTORNE	252106	BOTTLED WATER-OCTOBER	\$36.08
CITY COUNCIL TOTAL ****					\$726.08
Division:	100	CITY MANAGER			
BANK OF AMERICA		TXN00035791	252252	EXPEDIA-AGENT FEE-WCMA BD-CR	\$35.00
		TXN00035806		ALASKA AIR-WCMA BD RTRT-CR	\$368.40
		TXN00035964		HYATT GRAND-ICMA CNF-CR	\$1,116.12
		TXN00036005		PAYPAL-TRIDEC_ELECTN IMPCT-CR	\$25.00
CITY MANAGER TOTAL ****					\$1,544.52
Division:	101	CITY CLERK			
BANK OF AMERICA		TXN00035439	252252	LEOFF 1 Training	\$75.00
		TXN00035685		Record Ordinance	\$157.85



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035959	252252	IIMC Annual Dues - DB	\$100.00
PARADISE BOTTLED WATER CO		10/17-CITYATTORNE	252106	BOTTLED WATER-OCTOBER	\$10.82
CITY CLERK TOTAL ****					\$343.67
Division:	102	CITY ATTORNEY			
BANK OF AMERICA		TXN00035495	252252	NCOURT WABentonEF - Records F	\$1.50
		TXN00035555		NCOURT WABentonEF - Credit	(\$0.25)
		TXN00035649		HOLIDAY INN EXPRESS - FULTON W	\$146.53
		TXN00035729		SUNCADIA - KINTZLEY / WSAMA	\$195.22
		TXN00035730		PACER - INFORMATION CHARGES	\$29.40
		TXN00035795		RPNW TACOMA HENRY APTS - PARKI	\$12.00
		TXN00035812		HOLIDAY INN EXPRESS - FULTON -	\$18.78
		TXN00035867		HOTEL MURANO - FULTON - WAPRO	\$192.62
		TXN00035990		FEDEX - OVERNIGHT MAIL	\$6.31
CITY OF RICHLAND		17-497 KINTZLEY	252165	17-497 WA STATE ARCHIVES CO	\$117.79
OGDEN MURPHY WALLACE, PLLC		803826	252318	MOBILITIE CONSORTIUM-SEPT	\$1,117.00
PARADISE BOTTLED WATER CO		10/17-CITYATTORNE	252106	BOTTLED WATER-OCTOBER	\$7.21
PRONTO PROCESS SERVICE INC		PTO-2017008305	252108	MESSENGER SERVICE-OCTOBER	\$40.00
THOMSON REUTERS-WEST		837094728	252330	INFORMATION CHARGES-OCT 2017	\$2,215.32
XEROX CORPORATION		091172948	252151	MX4-344681 BASE/PRINTS- OCT	\$73.55
CITY ATTORNEY TOTAL ****					\$4,172.98
Division:	110	ASSISTANT CITY MANAGER			
BANK OF AMERICA		TXN00035420	252252	DUPUS BOOMERS-ECON DEV-JMA-ZR	\$36.77
		TXN00035504		HOBBY-LOBBY-CM MDLN FRMS	\$42.29
		TXN00035616		LU LUS-CORCMPS CMPLTN-HK-EP-JA	\$98.34
		TXN00035737		EASYBADGES-ID PRINTER SYSTEM	\$2,201.45
		TXN00035847		SQ SAN ANTONIO TAXI	\$28.90
		TXN00035957		HYATT GRAND-ICMA-JMA	\$1,116.12
PARADISE BOTTLED WATER CO		10/17-CITYATTORNE	252106	BOTTLED WATER-OCTOBER	\$10.82
XEROX CORPORATION		091172948	252151	MX4-344681 BASE/PRINTS- OCT	\$72.44
				MX4-344681 BASE/PRINTS- OCT	\$236.69
ASSISTANT CITY MANAGER TOTAL ****					\$3,843.82
Division:	111	COMMUNICATIONS & MARKETING			
BANK OF AMERICA		TXN00035438	252252	COURTYARD BY MARRIOTT- - WRPA	\$625.57
		TXN00035453		ADOBE-SEPT	\$32.57
		TXN00035514		GSMO-CONF-HL-April 2018	\$575.00
		TXN00035728		WAL MART - UNITED WAY - UNION	\$10.69
		TXN00035765		ALASKA AIR-ADOBE CNF-KM	\$25.00
		TXN00035772		KRISPY KREME - UNITED WAY - UN	\$55.94
		TXN00035781		GRAZE-TWN HALL-GE-HL-MC-JH	\$61.55
		TXN00035805		FRED-MEYER-TOWN HALL-BDGT	\$21.11



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035843	252252	OFFICE DEPOT-CABL-PORT-HDM	\$21.71
		TXN00035880		STICKER MULE-2X2CIRCLE STKRS	\$99.00
		TXN00035904		STK SHUTTERSTOCK-10-24	\$29.00
		TXN00035911		STK SHUTTERSTOCK-10-25	\$29.00
		TXN00035922		OFFICE DEPOT-INTRNT-SHPNGLBLS	\$5.40
		TXN00035939		PAYPAL-TRIDEC-ELECTN IMPCT-HL	\$25.00
		TXN00035989		FACEBK-ADVRTSNG-FALL CRNVL	\$25.00
WEST COAST PAPER COMPANY XEROX CORPORATION		10380973	252150	PAPER 20# 8.5 X 11 WHITE	\$466.98
		091172971	252151	BG2-946472 BASE/PRINTS- OCT	\$384.40
				BG2-946472 BASE/PRINTS- OCT	\$288.24
		091172972		B35-458536 BASE-OCT	\$140.31
		091172973		XU6-476287 BASE/PRINTS- OCT	\$1,420.75
				XU6-476287 BASE/PRINTS- OCT	\$425.01
COMMUNICATIONS & MARKETING TOTAL ****					\$4,767.23
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00035435	252252	SMARTSHEET-SEPT	\$82.54
		TXN00036008		SMARTSHEET-OCTOBER	\$82.54
HALL, JAMES H	P058509	110817	252071	PROFESSIONAL SERVICES AS MODER	\$400.00
CABLE COMMUNICATIONS TOTAL ****					\$565.08
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00035454	252252	RED LION-HC GV ADMN BKFST	\$356.30
		TXN00035554		ALASKA AIR-ECA INTGV MTG-NOV	\$693.70
		TXN00035564		ARC VISA-ECA INTGV MTG-NOV	\$35.00
		TXN00035650		NATL GOVS ASSN-INTGOV MTG-PBL	\$295.00
		TXN00035785		ALASKA AIR-TRIP TO OLY-PBL	\$368.40
		TXN00035790		AGENT FEE-TRAVEL LDRS-PBL	\$35.00
LARSEN, PAM BROWN		17-489 LARSEN	252179	17-489 ECOLOGY MEETING	\$46.00
PARADISE BOTTLED WATER CO		10/17-CITYATTORNE	252106	BOTTLED WATER-OCTOBER	\$7.21
XEROX CORPORATION		091172948	252151	MX4-344681 BASE/PRINTS- OCT	\$73.54
HANFORD COMMUNITIES TOTAL ****					\$1,910.15
Division:	120	FIRE			
BANK OF AMERICA		TXN00035490	252252	HOME DEPOT - TRNG MATERIALS	\$322.77
		TXN00035496		ROCO RESCUE - TRT GLOVES	\$617.49
		TXN00035529		FIRE STORE - 30" HALLIGAN	\$244.58
		TXN00035530		PROVANTAGE - TONER CARTS	\$662.55
		TXN00035540		CASCADE FIRE - GAUGES, WYE	\$714.00
		TXN00035565		CUT RATE BATTERIES - CLIPS	\$20.00
		TXN00035568		AMAZON - BANKER BOXES	\$42.34
		TXN00035571		STAPLES - PAPER, ENV, NOTEPAD	\$98.76
		TXN00035642		WW GRAINGER - INVSTGTN LIGHT	\$141.79



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035716	252252	LA QUINTA - CA DEPLOY LODGING	\$199.36
		TXN00035763		SAFEWAY - CA DEPLOY FUEL	\$32.00
		TXN00035799		CHEVRON - CA DEPLOY FUEL	\$92.68
		TXN00035802		INT'L CODE CNCL - INSPCTR EXAM	\$205.00
		TXN00035807		SUNOL STOP - CA DEPLOY FUEL	\$42.39
		TXN00035813		CNSTRCTN EXAM CNTR - EXAM PREP	\$795.00
		TXN00035835		HOLIDAY INN - CA DEPLOY LODGE	\$99.68
		TXN00035857		HOME DEPOT - STA BLINDS, SHELF	\$291.72
		TXN00035861		HOLIDAY INN - CA DEPLOY LODGE	\$99.68
		TXN00035863		HOSE SHOP - E1724 HOSE REP	\$65.91
		TXN00035864		SHELL OIL - CA DEPLOY FUEL	\$56.64
		TXN00035875		AMAZON - BATTERIES	\$30.73
		TXN00035890		GOTOMEETING - ANNUAL RENEW	\$355.77
		TXN00035893		HOME DEPOT - WARDROBE LOCKER	\$247.61
		TXN00035902		AMAZON - KITCHEN COOKWARE	\$34.50
		TXN00035999		BASECAMP - MONTHLY SUB FEES	\$54.30
BENTON RURAL ELECTRIC ASSOCIATION		10/17-74170526	252024	COLLINS RD RADIO TOWER-ELECTRI	\$27.40
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$3,059.81
MUNICIPAL EMERGENCY SERVICES INC	P058393	IN1173570	252098	ELKHART BRASS SELECT-O-MATIC	\$558.17
	P058393			ELKHART BRASS HANDLINE NOZZLE,	\$369.70
PATTERSON, JOSH		17-493 PATTERSON	252185	17-493 INSPECTOR PREP CLASS	\$1,020.60
RAMSAY, KEITH		092817	252188	REIMB BUSINESS CARDS	\$10.85
RICHLAND ACE HARDWARE		59000	252114	BASIC LED LIGHT BAR	\$28.23
		59019		FASTENERS	\$19.88
		59062		BAR FLAT	\$18.45
		59142		ACETONE QT	\$18.66
		93837	252142	LINEN/UNIFORM LAUNDRY SRVCS	\$292.79
UPTOWN CLEANERS		93901		LINEN/UNIFORM LAUNDRY SRVCS	\$287.05
		93902		LINEN/UNIFORM LAUNDRY SRVCS	\$59.73
		93959		LINEN/UNIFORM LAUNDRY SRVCS	\$41.81
		93986		LINEN/UNIFORM LAUNDRY SRVCS	\$279.11
		94542		LINEN/UNIFORM LAUNDRY SRVCS	\$242.40
WEST COAST FIRE & RESCUE	P058314	6647	252149	HOLMATRO AIRBAG PROJECTION COV	\$814.50
	P058314			HOLMATRO 4350 TELESCOPIC RAM (	\$5,321.40
	P058314			HOLMATRO RESCUE SUPPORT BAG	\$999.12
XEROX CORPORATION	P058503	090490910	252151	OFFICE COPIER LEASE/USAGE (AUG	\$329.67
	P058503	090819594		OFFICE COPIER LEASE/USAGE (SEP	\$348.08
	P058503	090819595		ST 73 3RD QTR COPIER MAINT	\$32.58
FIRE TOTAL ****					\$19,747.24
Division: 130 POLICE					
AXON ENTERPRISE, INC	P058468	SI508600	252021	SHIPPING	\$14.07



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AXON ENTERPRISE, INC	P058468	SI508600	252021	#26700 DPM BATTERY PK ASSEMBLE	\$128.43
		TXN00035452	252252	STAPLES - COPY PAPER/TONER/ENV	\$613.05
BANK OF AMERICA		TXN00035464		UPS 0000002654EE397	\$58.98
		TXN00035468		WAL-MART #3261 - WATER/COFFEE	\$29.76
		TXN00035481		GOTPRINT.COM-RPD	\$129.61
		TXN00035485		STAPLES - VIEW BINDERS	\$11.53
		TXN00035487		AMAZON - WRITE ON TAGS	\$76.95
		TXN00035493		HARBOR FREIGHT TOOLS - FF HD T	\$86.84
		TXN00035501		IDEAL BLASTING SUPPLY/ATTACK W	\$2,875.78
		TXN00035513		THE HOME DEPOT - LED LIGHTS/BR	\$131.92
		TXN00035557		THE HOME DEPOT-RETURN BUG ZAPP	(\$25.72)
		TXN00035560		SQ CLINE COMPUTERS - REPAIR T	\$344.80
		TXN00035569		LAW ENFORCEMENT TARGETS - RED	\$61.67
		TXN00035572		STAPLES - TONER	\$102.11
		TXN00035576		EAGLE PRINTING - EMBROIDERY AN	\$59.73
		TXN00035584		THE HOME DEPOT #4746 - FIRE ST	\$55.53
		TXN00035596		WM SUPERCENTER - WATER	\$10.85
		TXN00035604		UPS 0000002654EE407	\$24.05
		TXN00035608		C&C SMART FOOD52305752 - CUPS/	\$39.98
		TXN00035612		WAL-MART #3261 - DBL SIDED TAP	\$4.31
		TXN00035621		THE HOME DEPOT #4746 - SPRING	\$11.45
		TXN00035622		OFFICE DEPOT - REPORT COVERS	\$23.87
		TXN00035626		COSTCO WHSE - CRCL CLASS REFRE	\$75.41
		TXN00035638		NCOURT WABentonEF - RECORDS R	\$5.75
		TXN00035666		STEEBERS LOCK SERVICE - KEY	\$2.99
		TXN00035673		LOWES #00249 - CHLK LSR LEVEL	\$48.80
		TXN00035683		COPS PLUS, INC - LIGHTNING POW	\$88.50
		TXN00035691		STAPLES - LED LIGHT	\$10.31
		TXN00035702		AMAZON - THUMB DRIVES	\$97.02
		TXN00035727		UPS 0000002654EE417	\$32.83
		TXN00035739		STAPLES - COPY PAPER	\$196.57
		TXN00035746		SAFEWAY - SGT TEST REFRESHMENT	\$80.06
		TXN00035750		EAGLE PRINTING/REFLECTIVE LOGO	\$25.41
		TXN00035768		LOWES #00249 - LIGHT BULBS/SPR	\$41.74
		TXN00035776		LOWES #00249 - Credit RETURNED	(\$48.80)
		TXN00035786		DAY WIRELESS SYSTEMS - SPEED L	\$13.03
		TXN00035789		MARKERBOARD PEOPLE - MAGNETIC	\$49.90
		TXN00035792		NATIONAL EMBLEM - FLAG WITH SW	\$122.00
				NATIONAL EMBLEM - FLAG WITH SW	\$360.00
		TXN00035819		LIVE VIEW GPS - BATTERY/MOUNT	\$569.85
		TXN00035825		AMAZON - MAGNETIC LABEL HOLDER	\$11.94



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035825	252252	AMAZON - BOOTS	\$133.58
		TXN00035844		OFFICE DEPOT #2766 - HDMI CABL	\$21.71
		TXN00035848		THE HOME DEPOT - TOTES FOR VEH	\$25.97
		TXN00035886		FERRO CONCEPTS - RETAINER/TURN	\$267.23
		TXN00035898		INTERNATIONAL TRANSACTION - FE	\$2.67
		TXN00035900		LIBERTY CAR WASH - ALPR VEHICL	\$7.00
		TXN00035903		CRYE PRECISION - COMBAT SHIRTS	\$334.95
		TXN00035905		CLINE COMPUTERS/REPAIR OF SURF	\$200.37
		TXN00035908		COSTCO WHSE #0486 - HALLOWEEN	\$304.30
		TXN00035912		OPTICSPLANET, INC. - MAG POUCH	\$94.18
		TXN00035927		Amazon.com - RIGHT HAND HOLSTE	\$269.32
		TXN00035940		CO SPOKANE W2E PLANT - NARCOTI	\$22.12
		TXN00035961		LA POLICE GEAR - BOOTS	\$183.99
		TXN00035976		STAPLES - PENS/ENDTAB LTR REIN	\$276.23
		TXN00035981		VARIDESK - VARICHAIR	\$195.00
		TXN00035998		FINAL SCORE - SHIRTS TRAINING	\$222.57
		TXN00036000		TALOS TACTICAL LLC - 9MM AMMO	\$215.02
		TXN00036009		UPS 0000002654EE437	\$34.52
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$2,747.79
		10/2017-1903	252294	#1903 RHLD COMM TONS	\$46.00
GALLS, LLC	P058340	BC0496311	252064	BX080 GLD 3 CUTOUT 3/8 LETTERS	\$72.91
	P058340			SHIPPING	\$5.43
	P058340			BX080 GLD 3 CUTOUT 3/8 LETTERS	\$48.61
XEROX CORPORATION		091172957	252337	LX5-691308 BASE/PRINTS-OCT	\$247.32
		091172958		LX5-691344 BASE/PRINTS-OCT	\$215.86
		091172959		LX5-694258 BASE/PRINTS-OCT	\$201.57
		091172960		MX4-345491 BASE/PRINTS-OCT	\$560.63
		091172961		MX4-345537 BASE/PRINTS-OCT	\$222.85
POLICE TOTAL ****					\$13,832.56
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00035692	252252	BOBS BRGERS-ASD MTG-CK/CR/BW/K	\$71.45
		TXN00035707		SQ ETHOS-ASD LDRSHP-SHARED VA	\$31.03
		TXN00035752		INTN'L PUBL-NPELRA-KOCH MEMBER	\$200.00
		TXN00035754		ICMA-KOCH MEMBERSHIP	\$1,144.00
		TXN00035794		STAPLES-TISSUE	\$42.30
		TXN00035804		INTL PUB MGMT-IPMA-KOCH MEMBER	\$149.00
		TXN00035887		DUPUS BOOMER-CS/AMB MTG-CK/CB	\$19.10
		TXN00035920		GA-CAMPUS PARKING-CK WAPELRA	\$6.00
		TXN00035926		GA-CAMPUS PARKING-CK AWC-LEOFF	\$6.00
		TXN00035933		STARBUCKS-ASD SHARED VALUES	\$23.53
		TXN00035980		HILTON GARDEN INN-CK-WAPELRA	\$144.94



City Of Richland

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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KOCH, CATHLEEN A		17-455 KOCH	252178	17-455 AWC WAPLERA, LEOFF 1	\$394.08
ADMINISTRATIVE SERVICES TOTAL ****					\$2,231.43
Division:	211	FINANCE			
BANK OF AMERICA		TXN00035508	252252	STAPLES-TONER/PAPER/FILES	\$720.12
		TXN00035520		STAPLES/OFFICE SUPPLIES	\$92.92
		TXN00035536		TCD TTA-BRIMACOMBE CPE CREDIT	\$329.00
		TXN00035546		STAPLES-PAPER	\$76.56
		TXN00035684		STERLING'S/TEAM MEETING KB,CB,	\$54.19
		TXN00035767		SAFEWAY #0333 - Purchase	\$32.54
		TXN00035775		STARBUCKS STORE 03206 - Purcha	\$17.32
		TXN00035822		GFOA-CREDIT KISON CANCEL GAAP	(\$125.00)
		TXN00035943		GANSON ENG-A/P CHECKS	\$408.00
COLUMBIA INDUSTRIES SUPPORT LLC		0056694	252043	ON SITE SHREDDING WO #0090336	\$32.45
		0056752		ON SITE SHREDDING WO #0090351	\$32.45
GARDA CL NORTHWEST INC		10343085	252065	ARMORED CAR SRVCS OCT 2017	\$457.16
PARADISE BOTTLED WATER CO		10/17-ADMIN SRVCS	252106	BOTTLED WATER-OCTOBER	\$57.17
				BOTTLED WATER-OCTOBER	\$57.17
REDSSON LTD		196332	252110	PORTAL SERVICE LOCATES-OCT	\$258.00
RETAIL LOCKBOX INC		17104812	252112	UB PYMT PROCESSING OCT 17	\$2,262.78
XEROX CORPORATION		090945357	252151	LX5-692029 BASE/PRINTS-SEPT	\$176.29
		091172962		MX4-346672 BASE/PRINTS-OCT	\$287.03
		091172963		LX5-692029 BASE/PRINTS-AUG	(\$11.48)
		091172964		LX5-692029 BASE/PRINTS-SEPT	(\$22.93)
		091172967		LX5-692029 BASE/PRINTS-OCT	\$153.36
FINANCE TOTAL ****					\$5,345.10
Division:	212	PURCHASING			
BANK OF AMERICA		TXN00035629	252252	ACT APWA - Negotiating Class-Y	\$20.00
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$748.20
XEROX CORPORATION	S017272	091172969	252151	XEROX 7855 LEASE AND COPY CHAR	\$191.18
	S017272			XEROX 7855 LEASE AND COPY CHAR	\$47.80
PURCHASING TOTAL ****					\$1,007.18
Division:	213	INFORMATION TECHNOLOGY			
BANK OF AMERICA		TXN00035430	252252	AMAZON -MINI SCREW DRIVER SET	\$17.47
		TXN00035432		MICROSOFT ANSWER DESK- CALL	\$499.00
		TXN00035497		VUE COMPTIA-COMPTIA A+	\$410.00
		TXN00035505		INK4LESS -PLOTTER INK	\$70.99
		TXN00035512		AMAZON-Cable Stock	\$150.89
		TXN00035552		AMAZON-HDMI 25ft cable	\$35.10
		TXN00035567		Amazon-Plotter ink	\$161.98
		TXN00035675		AMAZON -Dell Latitude Screen	\$63.28



City Of Richland

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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035687	252252	AMAZON -Plotter INK	\$13.96
		TXN00035700		AMAZON -Converter Adapter card	\$51.17
		TXN00035721		AMAZON-Ink for Plotter	\$73.96
		TXN00035732		AMAZON-Ink Cartridge Plotter	\$34.82
		TXN00035736		AMAZON -Damaged Screem Returne	(\$63.28)
		TXN00035766		PTOUCHEDIRECT-Label Order	\$94.73
		TXN00035788		VUE IT -SQL Database	\$245.00
		TXN00035892		AMAZON-SQL Book	\$63.52
		TXN00035982		AMAZON-DVD Writer	\$135.20
CASELLE INC	P057390	84062	252034	ANIMAL LICENSE SOFTWARE MONTHL	\$169.33
HEWLETT PACKARD ENTERPRISE COMPANY	P058497	60312915	252076	HP DL360p Server HD 300 GB 6G	\$342.09
	P058496	60312921		SPS DRV HD 146GB Failed Disk	\$444.17
NEW HORIZONS	P058494	35134	252099	20696 ADMINISTERING SYSTEM CEN	\$2,975.00
	P058494			20695 DEPLOYING WINDOWS DESKTO	\$2,975.00
	P058494			DISCOUNT	(\$1,487.50)
SMARSH, INC.	S017380	INV00287040	252121	ANNUAL RENEWAL MESSAGE ARCHIVI	\$1,130.00
TYLER TECHNOLOGIES, INC	S017614	045-203363	252139	MUNIS SW LICENSING \$1,074950.0	\$233,479.14
	S017614	045-203364		MUNIS SW LICENSING \$1,074950.0	\$466,958.28
	S017614	045-203370		TYLER SYSTEM MANAGEMENT SERVIC	\$30,000.00
INFORMATION TECHNOLOGY TOTAL ****					\$739,043.30
Division:	220	HUMAN RESOURCES			
ANOVAWORKS		1797	252017	ANNUAL HEARING TESTS 2017 (42)	\$1,134.00
BANK OF AMERICA		TXN00035442	252252	COSTA VIDA-NEGOTIATION LUNCH M	\$118.49
		TXN00035477		TARGET-NEGOTIATIONS SUP MTG	\$63.47
		TXN00035486		JIMMY JOHNS-NEGOTIATIONS LUNCH	\$94.45
		TXN00035499		STONE SOUP-NEGOTIATIONS LUNCH	\$99.60
		TXN00035502		STAPLES-TAPE/TBL COVER/ENV	\$65.21
		TXN00035643		STAPLES-LABELS/PENS	\$42.76
		TXN00035644		WAL-MART-NEGOTIATION MTG SUPPL	\$124.42
		TXN00035658		ROUND-TABLE-NEGOTIATION LUN MT	\$106.80
		TXN00035677		SUBWAY-NEGOTIATION LUNCH MTG	\$86.88
		TXN00035678		SKILLEDUCATORS-WEBINAR-NEW RUL	\$507.45
		TXN00035794		STAPLES-STAMP/DUST-OFF SPRY	\$30.84
		TXN00035823		MGM-CANCEL HOTEL-RESV-NASH	(\$110.83)
		TXN00035829		MONTE CARLO-RETTIG NEOGOV HOTE	\$102.04
		TXN00035830		MGM-CANCEL HOTEL-RESV-RETTIG	(\$110.83)
		TXN00035839		MONTE CARLO-NASH NEOGOV HOTEL	\$80.50
		TXN00035842		PANDA EXPRESS- CANCEL NEGO LUN	(\$125.98)
		TXN00035858		PANDA EXPRESS-NEGOTIATIONS LUN	\$125.98
		TXN00035915		STAPLES-ENVELOPES	\$47.74
		TXN00035923		STAPLES-TONER CARTRIDGES	\$277.65



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035996	252252	ROUND TABLE-NEGOTIATIONS LNCH	\$114.14
CITY OF RICHLAND		17-351 RETTIG	252165	17-351 NEOGOV CONFERENCE	\$728.25
COLUMBIA INDUSTRIES SUPPORT LLC		0056751	252043	ON SITE SHREDDING WO #0091004	\$28.33
HARRINGTON'S TROPHIES		77425	252072	RETIREMENT PLAQUE-J. JORDON	\$71.68
		77432		RETIREMENT PLAQUE- JBLAIN	\$71.68
INDUSTRIAL HEARING SERVICE INC	P058414	17707	252078	2017 HEARING CONSERVATION PROG	\$1,490.00
INTERNATIONAL SOCIETY OF CERTIFIED		INV-464998-C3X0D3	252081	2018 MEMB ISCEBS DUES-PARKER	\$325.00
ON SCENE MEDICAL SERVICES, P.C.		00389	252100	PRE-EMP PHYSICALS/VACCINES	\$575.00
THE WESLEY GROUP	P057966	19761	252131	LABOR NEGOTATION SVCS-WESLEY G	\$4,000.00
XEROX CORPORATION		091172968	252151	MX4-354245 BASE/PRINTS- OCT	\$353.00
HUMAN RESOURCES TOTAL ****					\$10,517.72
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
BANK OF AMERICA		TXN00035506	252252	BARNARD GRIFFIN/LUNCH FOR ASK	\$21.59
		TXN00035635		FAIRCHILD CINEMAS - SHARED VAL	\$100.00
		TXN00035921		TRIMET - TRIP 17-398, K. JENSE	\$5.00
		TXN00035991		DT HILTON PORTLAND-TRIP 17-398	\$853.24
CITY OF RICHLAND		17-398 JENSEN	252165	17-398 ISOCARP/OAPA CONFERE	\$465.26
XEROX CORPORATION		091172949	252151	MX4-343179 BASE/PRINTS- OCT	\$372.52
		091172951		LX5-692207 BASE/PRINTS-OCT	\$70.49
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$1,888.10
Division:	301	DEVELOPMENT SERVICES			
AMERICAN PLANNING ASSOCIATION		322527-17101	252013	ANNUAL MEMBRSHIP- JENSEN	\$469.00
BANK OF AMERICA		TXN00035448	252252	STAPLES - POSTITS, SELF INK ST	\$15.42
		TXN00035518		STAPLES -FILES, NOTARY BK, PAP	\$72.41
		TXN00035526		CAMPBELLS LODGE -TRIP #17-443,	\$363.53
		TXN00035538		Amazon.com - DIGITAL LEVEL	\$140.10
		TXN00035541		STAPLES - RUBBER BANDS	\$4.55
		TXN00035609		STAPLES - PERMIT STAMP #1	\$39.40
		TXN00035712		STAPLES - STENO BKS, MOUSE PAD	\$11.02
		TXN00035717		STAPLES - PERMIT STAMP #2	\$39.40
		TXN00035779		ICMA-PLAN ADMIN JOB POSTING	\$74.25
		TXN00035782		WESTRN-PLAN ADMN JOB POSTING	\$75.00
		TXN00035809		OREGON-PLAN ADMIN JOB POSTING	\$75.00
		TXN00035811		AMERICAN PLAN ADMIN JOB POSTIN	\$195.00
		TXN00035834		STAMPXPRESS - PLANNING STAMP	\$40.99
		TXN00035845		AMAZON - PRINTER INK	\$140.80
		TXN00035895		STAPLES -WIPES, CLOROX, PAPER	\$55.59
		TXN00035941		VARIDESK - STANDING DESK - PLA	\$495.00
		TXN00035949		STAPLES - DATE STAMP	\$56.83
		TXN00036007		AMAZON -PRINTER INK	\$94.00



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA ENGINEERING INC	P058331	ST009595	252096	ANISA GARCIA, CLERICAL ASSISTA	\$372.60
	P058331	ST009600		ANISA GARCIA, CLERICAL ASSISTA	\$372.60
WATER SOLUTIONS INC		17133	252147	3 WTR MACHINES -NOVEMBER 2017	\$16.29
				3 WTR MACHINES -NOVEMBER 2017	\$39.63
DEVELOPMENT SERVICES TOTAL ****					\$3,258.41
Division:	302	REDEVELOPMENT			
BANK OF AMERICA		TXN00035449	252252	HOTEL RUBY -TRIP #17-421 HOTEL	\$99.66
		TXN00035798		BENTON CO AUDITOR -LEIN FILING	\$38.00
REDEVELOPMENT TOTAL ****					\$137.66
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00035419	252252	INGRAM BOOKS	\$72.48
		TXN00035444		INGRAM BOOKS	\$50.56
		TXN00035445		INGRAM BOOKS	\$129.66
		TXN00035451		INGRAM BOOKS	\$154.64
		TXN00035462		LYFT RIDE MON/IN DISPUTE	\$12.60
		TXN00035470		LYFT RIDE/IN DISPUTE	\$20.29
		TXN00035472		LYFT CANCEL/IN DISPUTE	\$6.00
		TXN00035473		OVERDRIVE DIGITAL	\$53.97
		TXN00035476		INGRAM BOOKS	\$872.44
		TXN00035480		INGRAM BOOKS	\$21.64
		TXN00035488		INGRAM BOOKS	\$16.99
		TXN00035494		INGRAM BOOKS	\$150.92
		TXN00035500		INGRAM BOOKS	\$295.34
		TXN00035515		INGRAM BOOKS	\$180.66
		TXN00035519		BLACKSTONE AUDIO	\$626.75
		TXN00035532		MIDWEST DVD	\$600.68
		TXN00035534		RECORDED BOOKS	\$26.64
		TXN00035537		GALE LARGE PRINT	\$27.36
		TXN00035542		HOOPLA	\$1,873.86
		TXN00035543		RECORDED BOOKS	\$53.99
		TXN00035544		RECORDED BOOKS	\$1,849.65
		TXN00035548		INGRAM BOOKS	\$135.26
		TXN00035549		RECORDED BOOKS	\$7.55
		TXN00035550		RECORDED BOOKS	\$366.10
		TXN00035578		INGRAM BOOKS	\$136.88
		TXN00035589		INGRAM BOOKS	\$51.80
		TXN00035597		CLAIM ADJ/LYFT CANCEL/CREDI	(\$6.00)
		TXN00035599		INGRAM BOOKS	\$82.07
		TXN00035600		CLAIM ADJ/LYFT RIDE/CREDIT	(\$20.29)
		TXN00035605		CLAIM ADJ/LYFT RIDE/CREDIT	(\$12.60)



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035607	252252	OVERDRIVE DIGITAL	\$1,523.02
		TXN00035610		Prusa Research - Purchase	\$984.12
		TXN00035613		INGRAM BOOKS	\$15.62
		TXN00035624		INGRAM BOOKS	\$56.86
		TXN00035628		INTERNATIONAL TRANSACTION - Pu	\$7.87
		TXN00035634		INGRAM BOOKS	\$137.48
		TXN00035648		STAPLES - Purchase	\$340.22
		TXN00035655		INGRAM BOOKS	\$141.78
		TXN00035657		THE HOME DEPOT #4746 - Purchas	\$560.44
		TXN00035659		THE HOME DEPOT #4746 - Purchas	\$173.08
		TXN00035662		AMAZON MKTPLACE PMTS - Purchas	\$606.49
		TXN00035667		MIDWEST DVD	\$681.76
		TXN00035679		OVERDRIVE DIGITAL	\$297.89
		TXN00035681		GALE LARGE PRINT	\$148.20
		TXN00035682		INGRAM BOOKS	\$988.26
		TXN00035688		INGRAM BOOKS	\$39.93
		TXN00035689		INGRAM BOOKS	\$84.32
		TXN00035704		AMAZON MKTPLACE PMTS - Purchas	\$619.00
		TXN00035705		HARBOR FREIGHT TOOLS 49 - LIBR	\$76.41
		TXN00035715		INGRAM BOOKS	\$492.92
		TXN00035731		OVERDRIVE DIGITAL	\$370.67
		TXN00035733		OVERDRIVE DIGITAL	\$191.47
		TXN00035743		INGRAM BOOKS	\$191.42
		TXN00035755		INGRAM BOOKS	\$69.74
		TXN00035760		INGRAM BOOKS	\$313.96
		TXN00035800		INGRAM BOOKS	\$1,191.53
		TXN00035810		INGRAM BOOKS	\$840.30
		TXN00035817		INGRAM BOOKS	\$143.44
		TXN00035828		AMAZON MKTPLACE PMTS - Purchas	\$38.97
		TXN00035850		STAPLES - Purchase	\$52.12
		TXN00035852		INGRAM BOOKS	\$437.48
		TXN00035859		AMAZON MKTPLACE PMTS - Purchas	\$299.97
		TXN00035862		STAPLES - Purchase	\$78.63
		TXN00035870		FRED-MEYER #0286 - Purchase	\$30.44
		TXN00035879		COSTCO WHSE #0486 - Purchase	\$61.00
		TXN00035881		INGRAM BOOKS	\$254.16
		TXN00035885		INGRAM BOOKS	\$80.06
		TXN00035894		INGRAM BOOKS	\$1,091.08
		TXN00035907		INGRAM BOOKS	\$223.18
		TXN00035909		AMAZON MKTPLACE PMTS - Purchas	\$251.93
		TXN00035913		BLACKSTONE AUDIO	\$90.00



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035916	252252	INGRAM BOOKS	\$87.38
		TXN00035918		INGRAM BOOKS	\$41.04
		TXN00035919		OVERDRIVE DIGITAL	\$588.97
		TXN00035928		THOMSON WEST BOOKS	\$412.68
		TXN00035931		OVERDRIVE DIGITAL	\$207.00
		TXN00035937		OVERDRIVE DIGITAL	\$143.99
		TXN00035944		DEMCO INC - Purchase	\$1,379.06
		TXN00035948		GALE BOOKS	\$631.56
		TXN00035951		STAPLES DIRECT - Purchase	\$3,572.86
		TXN00035956		BAKER & TAYLOR BOOKS	\$163.94
		TXN00035965		MIDWEST TAPE DVD	\$914.02
		TXN00035967		INGRAM BOOKS	\$238.22
		TXN00035978		INGRAM BOOKS	\$289.13
		TXN00035985		SMK SURVEYMONKEY - Purchase	\$35.00
		TXN00035992		INGRAM BOOKS	\$22.62
		TXN00035994		INGRAM BOOKS	\$76.15
		TXN00035995		INGRAM BOOKS	\$132.06
		TXN00036010		INGRAM BOOKS	\$28.71
CITY OF RICHLAND	10/2017 OCT		252293	CITY UTILITY BILLS/OCT 2017	\$4,317.60
COLUMBIA INDUSTRIES SUPPORT LLC	0055613		252043	ON SITE SHREDDING WO #0088539	\$81.37
OCLC INC	0000566078		252317	CATALOGING SRVCS - OCTOBER	\$1,059.92
PACIFIC OFFICE AUTOMATION	012036		252104	RICOH PRINTER	\$19.45
PROQUEST LLC	US1723798 2018		252321	HERITAGE QUEST RENEWAL 2018	\$939.00
XEROX CORPORATION	091172975		252337	LX5-692917 BASE/PRINTS-OCT	\$339.23
	091172976			LX5-692943 BASE/PRINTS-OCT	\$143.59
	091172982			7HB-469027 BASE ONLY-NOV	\$10.86
LIBRARY TOTAL ****					\$37,990.52
Division:	330	PARKS & RECREATION ADMIN			
BANK OF AMERICA		TXN00035561	252252	FAT OLIVES RESTAURANT - workin	\$44.30
		TXN00035620		PIZZA HUT 10429 - Joe - workin	\$92.00
PARKS & RECREATION ADMIN TOTAL ****					\$136.30
Division:	331	PARKS & REC - RECREATION			
BANK OF AMERICA		TXN00035423	252252	JOINHOMEBASE.COM - Time Card S	\$9.95
		TXN00035426		COSTCO WHSE #0486 - Candy for	\$1,366.60
		TXN00035521		STAPLES - Laminating Pouches	\$72.26
		TXN00035535		STAPLES - Printer Toner	\$162.89
		TXN00035558		ANYPROMO.COM - Advertising Tea	\$785.97
		TXN00035570		SIGNSIMPL LLC - Purchase	\$16.00
		TXN00035593		WILL B KIDS - Fall Carnival	\$244.35
		TXN00035601		FRED M FUEL #9286 Q76 -	\$3.90



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035651	252252	THE HOME DEPOT #4746 - JDP FAL	\$209.11
		TXN00035663		BOUNCIN BINS TRI-CITIES - Fall	\$437.49
		TXN00035672		THE HOME DEPOT #4746 - JDP FAL	\$100.23
		TXN00035697		THE HOME DEPOT #4746 - JD PLAZ	\$55.47
		TXN00035699		THE HOME DEPOT #4746 - JD PLAZ	\$28.95
		TXN00035714		DOLLAR TREE - Fall Carnival	\$19.55
		TXN00035720		THE HOME DEPOT #4746 -JD PLAZA	\$28.95
		TXN00035735		STAPLES - Packing Tape	\$45.68
		TXN00035741		THE HOME DEPOT #4746 - JD PLAZ	\$26.41
		TXN00035742		THE HOME DEPOT #4746 - JDP WIN	\$11.78
		TXN00035753		WAL-MART #3261 - Fall Carnival	\$40.86
		TXN00035756		DOLLAR TREE - Fall Carnival	\$10.86
		TXN00035762		OFFICE DEPOT #2766 - Frames	\$17.57
		TXN00035764		LIGHTORAMAI - Winter Wonderlan	\$1,120.47
		TXN00035777		TARGET 00023143 - Fall	\$21.70
		TXN00035780		TEAMS - Stan - Conference	\$795.00
		TXN00035783		STAPLES - note pads	\$27.14
		TXN00035784		THE HOME DEPOT #4746 - JD PLAZ	\$52.66
		TXN00035801		COMPASS -Labor Switch assy	\$78.79
		TXN00035808		PARTY CITY 981 - Fall Carnival	\$8.69
		TXN00035814		STAPLES - HDMI cable	\$18.45
		TXN00035815		AMAZON MKTPLACE PMTS - Fall Ca	\$14.79
		TXN00035827		AMAZON MKTPLACE PMTS - Fall Ca	\$38.98
		TXN00035838		STAPLES - Bulletin Board	\$51.03
		TXN00035860		THE HOME DEPOT #4746 - Fall Ca	\$42.14
		TXN00035868		WM SUPERCENTER #3261 -Fall Car	\$6.47
		TXN00035872		ACE HDWE - JD PLAZA BLEACHERS	\$24.96
		TXN00035914		WM SUPERCENTER #3261 - Fall Ca	\$17.12
		TXN00035917		STAPLES - computer power cord	\$13.78
		TXN00035932		OFFICE DEPOT #2766 - Labels	\$71.34
		TXN00035946		LIGHTORAMAI - Lights	\$119.44
		TXN00035970		BOUNCIN BINS TRI-CITIES - Fall	\$437.48
		TXN00035977		WAL-MART #3261 - Fall Carnival	\$23.62
		TXN00035979		GRIGGS ACE RICHLAND - FALL CAR	\$39.05
		TXN00035984		JOINHOMEBASE.COM - Scheduling	\$9.95
		TXN00035993		COSTCO WHSE #0486 - Fall Carni	\$527.15
		TXN00035997		AMAZON.COM AMZN.COM/BILL - Cup	\$33.10
		TXN00036003		ENVIROSCENT, INC. - RCC scent	\$99.98
		TXN00036006		DELTA AIR Baggage Fee - Stan	\$25.00
CITY OF RICHLAND		1011065.032	252039	P&R SCHOLARSHIP-HORNER	\$48.75
		1011517.032		P&R SCHOLARSHIP-DANIELS	\$39.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		1011939.032	252039	P&R SCHOLARSHIP-INGRAM	\$39.00
		1011940.032		P&R SCHOLARSHIP-PLUMMER	\$39.00
		1011941.032		P&R SCHOLARSHIP-L.T.SANCHEZ	\$39.00
		1011969.032		P&R SCHOLARSHIP-T.SANCHEZ	\$39.00
		1011970.032		P&R SCHOLARSHIP-C.BENNETT	\$39.00
		1011971.032		P&R SCHOLARSHIP-D.BENNETT	\$39.00
		17-282 JOHNSON	252165	17-282 TEAMS CONFERENCE	\$219.00
EWING IRRIGATION PRODUCTS INC		4284409	252058	HCP WW LIGHTS	\$65.16
		4292164		HCP WW LIGHTS	\$1,407.35
		4307419		HCP WW LIGHTS	\$4,137.66
		4307420		HCP WW LIGHTS, CLIPS	\$705.50
		OCTOBER 2017	252093	FITNESS CLASSES-OCTOBER	\$661.88
MASON, PATTI L		52577-2	252109	CANOPY RENTAL-FALL CARNIVAL	\$1,270.62
RED DOOR PARTY RENTALS LLC		59016	252114	FIRE LOGS-FALL CARNIVAL	\$9.32
RICHLAND ACE HARDWARE		59120		MASKING TAPE	\$8.67
ROBERT C STAFFORD		1019	252119	HCS BAND FOR TOM PETTY TRIBUTE	\$500.00
SUN RENTAL CENTER		262677-3	252328	PUB AND GRUB GENERATORS	\$302.99
SUSAN KATHLEEN VITULLI		09/2017	252128	PAINTING CLASS #6118	\$168.75
		10/2017		PAINTING CLASS #6465	\$168.75
PARKS & REC - RECREATION TOTAL ****					\$17,360.51
Division:	335	PARKS & REC - PARKS&FACILITIES			
BANK OF AMERICA		TXN00035421	252252	THE HOME DEPOT #4746 - TOOLS F	\$21.69
		TXN00035427		GRIGGS ACE RICHLAND - WINTERIZ	\$81.45
		TXN00035437		THE HOME DEPOT #4746 - COMMUNI	\$161.35
		TXN00035459		THE UPS STORE #6563 - CORCH PO	\$34.69
		TXN00035463		GRIGGS ACE RICHLAND - VANDALISM	\$9.33
		TXN00035471		GRIGGS ACE RICHLAND - VANDALIS	\$45.58
		TXN00035483		GRIGGS ACE RICHLAND - STEVENS	\$9.08
		TXN00035492		THE HOME DEPOT #4746 - COLUMBI	\$5.09
		TXN00035545		THE HOME DEPOT #4746 - SHELTER	\$71.50
		TXN00035553		AmazonPrime Membership - MONTH	\$11.94
		TXN00035614		BC SALES CO INC - SAFETY GLASS	\$86.77
		TXN00035631		AMAZON MKTPLACE PMTS - VANDALI	\$158.02
		TXN00035636		COSTCO WHSE #0486 - QUARTERLY	\$66.92
		TXN00035641		WAL-MART #3261 - LUNCHROOM CLE	\$97.62
		TXN00035656		THE HOME DEPOT #4746 - LESLIE	\$60.75
		TXN00035674		HARBOR FREIGHT TOOLS 49 - PLUM	\$97.70
		TXN00035680		WM SUPERCENTER #3261 - EMPLOYE	\$85.32
		TXN00035695		HOMEDEPOT.COM - CLAYBELL PARK	\$171.53
		TXN00035696		THE HOME DEPOT #4746 - SHOP CL	\$20.00
		TXN00035701		THE HOME DEPOT #4746 - SHOPS 1	\$11.20



City Of Richland

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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035708	252252	HOMEDEPOT.COM - CLAYBELL PARK	\$343.94
		TXN00035710		THE HOME DEPOT #4746 - FACILIT	\$72.51
		TXN00035711		CPO COMMERCE, LLC - TRUCK SUPP	\$529.00
		TXN00035719		PARTS TOWN - RCC HVAC	\$240.93
		TXN00035758		WM SUPERCENTER #3261 - BALLFIE	\$35.41
		TXN00035759		GRIGGS ACE RICHLAND - HOWARD A	\$63.75
		TXN00035770		THE HOME DEPOT #4746 - DEWALT	\$107.51
		TXN00035793		ACE HDWE - COLUMBIA POINT WINT	\$26.04
		TXN00035797		THE HOME DEPOT #4746 - HVAC LI	\$63.23
		TXN00035816		THE HOME DEPOT #4746 - SHOPS 1	\$183.53
		TXN00035865		CURRENT ELECTRIC TRAINING - SC	\$120.00
		TXN00035901		AMAZON MKTPLACE PMTS - WINTER	\$169.16
		TXN00035906		ACE HDWE - TRAILHEAD FENCE REP	\$24.97
		TXN00035910		RICKS CUSTOM FENCING AND - TRA	\$52.19
		TXN00035930		ACE HDWE - JOHN DAM PLAZA TEPO	\$46.69
		TXN00035935		SQ GRIGG ENTERPRISES INC - CL	\$37.85
		TXN00035945		GRIGGS ACE RICHLAND - JOHN DAM	\$49.47
		TXN00035947		PARTS TOWN - HVAC AT RCC	\$18.64
		TXN00035958		WAL-MART #3261 - WINTER WONDER	\$36.40
		TXN00035960		CASE PARTS COMPANY - COFFEE SH	\$266.59
		TXN00035969		CDW -XEROX Phaser Printer	\$324.70
		TXN00035971		PARTS TOWN - RCC HVAC	\$18.97
		TXN00035972		DOLLAR TREE - HAPO TREE LIGHTI	\$69.50
		TXN00035986		IN BOND WATER TECHNOLOGI - SH	\$79.80
		TXN00035987		THE HOME DEPOT #4746 - CLAYBEL	\$81.90
CITY OF RICHLAND	10/2017 OCT		252293	CITY UTILITY BILLS/OCT 2017	\$143.06
				CITY UTILITY BILLS/OCT 2017	\$145.35
				CITY UTILITY BILLS/OCT 2017	\$673.28
				CITY UTILITY BILLS/OCT 2017	\$660.15
				CITY UTILITY BILLS/OCT 2017	\$147.75
				CITY UTILITY BILLS/OCT 2017	\$147.90
				CITY UTILITY BILLS/OCT 2017	\$1,010.53
				CITY UTILITY BILLS/OCT 2017	\$154.70
				CITY UTILITY BILLS/OCT 2017	\$825.60
				CITY UTILITY BILLS/OCT 2017	\$613.35
				CITY UTILITY BILLS/OCT 2017	\$630.94
				CITY UTILITY BILLS/OCT 2017	\$598.10
				CITY UTILITY BILLS/OCT 2017	\$952.97
				CITY UTILITY BILLS/OCT 2017	\$952.73
				CITY UTILITY BILLS/OCT 2017	\$944.49
				CITY UTILITY BILLS/OCT 2017	\$933.60



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$60.91
				CITY UTILITY BILLS/OCT 2017	\$364.61
				CITY UTILITY BILLS/OCT 2017	\$479.52
				CITY UTILITY BILLS/OCT 2017	\$468.90
				CITY UTILITY BILLS/OCT 2017	\$466.85
				CITY UTILITY BILLS/OCT 2017	\$465.98
				CITY UTILITY BILLS/OCT 2017	\$465.25
				CITY UTILITY BILLS/OCT 2017	\$451.40
				CITY UTILITY BILLS/OCT 2017	\$436.02
				CITY UTILITY BILLS/OCT 2017	\$315.43
				CITY UTILITY BILLS/OCT 2017	\$204.75
				CITY UTILITY BILLS/OCT 2017	\$377.40
				CITY UTILITY BILLS/OCT 2017	\$300.01
				CITY UTILITY BILLS/OCT 2017	\$348.15
				CITY UTILITY BILLS/OCT 2017	\$740.90
				CITY UTILITY BILLS/OCT 2017	\$323.00
				CITY UTILITY BILLS/OCT 2017	\$325.55
				CITY UTILITY BILLS/OCT 2017	\$678.55
				CITY UTILITY BILLS/OCT 2017	\$343.05
				CITY UTILITY BILLS/OCT 2017	\$337.27
				CITY UTILITY BILLS/OCT 2017	\$333.20
				CITY UTILITY BILLS/OCT 2017	\$332.63
				CITY UTILITY BILLS/OCT 2017	\$400.81
				CITY UTILITY BILLS/OCT 2017	\$553.23
				CITY UTILITY BILLS/OCT 2017	\$866.95
				CITY UTILITY BILLS/OCT 2017	\$156.04
				CITY UTILITY BILLS/OCT 2017	\$157.14
				CITY UTILITY BILLS/OCT 2017	\$589.76
				CITY UTILITY BILLS/OCT 2017	\$159.80
				CITY UTILITY BILLS/OCT 2017	\$676.60
				CITY UTILITY BILLS/OCT 2017	\$186.28
				CITY UTILITY BILLS/OCT 2017	\$188.02
				CITY UTILITY BILLS/OCT 2017	\$191.49
				CITY UTILITY BILLS/OCT 2017	\$301.75
				CITY UTILITY BILLS/OCT 2017	\$588.40
				CITY UTILITY BILLS/OCT 2017	\$754.44
				CITY UTILITY BILLS/OCT 2017	\$193.03
				CITY UTILITY BILLS/OCT 2017	\$196.25
				CITY UTILITY BILLS/OCT 2017	\$203.35
				CITY UTILITY BILLS/OCT 2017	\$864.65
				CITY UTILITY BILLS/OCT 2017	\$280.72



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$492.65
				CITY UTILITY BILLS/OCT 2017	\$284.72
				CITY UTILITY BILLS/OCT 2017	\$297.04
				CITY UTILITY BILLS/OCT 2017	\$154.91
				CITY UTILITY BILLS/OCT 2017	\$192.00
				CITY UTILITY BILLS/OCT 2017	\$24.85
				CITY UTILITY BILLS/OCT 2017	\$95.00
				CITY UTILITY BILLS/OCT 2017	\$89.92
				CITY UTILITY BILLS/OCT 2017	(\$65.82)
				CITY UTILITY BILLS/OCT 2017	\$3.72
				CITY UTILITY BILLS/OCT 2017	\$8.39
				CITY UTILITY BILLS/OCT 2017	\$84.73
				CITY UTILITY BILLS/OCT 2017	\$10.29
				CITY UTILITY BILLS/OCT 2017	\$12.24
				CITY UTILITY BILLS/OCT 2017	\$82.33
				CITY UTILITY BILLS/OCT 2017	\$79.03
				CITY UTILITY BILLS/OCT 2017	\$30.22
				CITY UTILITY BILLS/OCT 2017	\$19.67
				CITY UTILITY BILLS/OCT 2017	\$97.80
				CITY UTILITY BILLS/OCT 2017	\$24.97
				CITY UTILITY BILLS/OCT 2017	\$27.05
				CITY UTILITY BILLS/OCT 2017	\$27.11
				CITY UTILITY BILLS/OCT 2017	\$27.25
				CITY UTILITY BILLS/OCT 2017	\$76.28
				CITY UTILITY BILLS/OCT 2017	\$75.99
				CITY UTILITY BILLS/OCT 2017	\$28.10
				CITY UTILITY BILLS/OCT 2017	\$28.82
				CITY UTILITY BILLS/OCT 2017	\$29.51
				CITY UTILITY BILLS/OCT 2017	\$29.80
				CITY UTILITY BILLS/OCT 2017	\$29.82
				CITY UTILITY BILLS/OCT 2017	\$17.71
				CITY UTILITY BILLS/OCT 2017	\$271.88
				CITY UTILITY BILLS/OCT 2017	\$5,530.35
				CITY UTILITY BILLS/OCT 2017	\$2,978.84
				CITY UTILITY BILLS/OCT 2017	\$2,446.82
				CITY UTILITY BILLS/OCT 2017	\$2,440.12
				CITY UTILITY BILLS/OCT 2017	\$2,360.15
				CITY UTILITY BILLS/OCT 2017	\$1,915.66
				CITY UTILITY BILLS/OCT 2017	\$1,391.58
				CITY UTILITY BILLS/OCT 2017	\$1,374.59
				CITY UTILITY BILLS/OCT 2017	\$1,254.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$1,153.89
				CITY UTILITY BILLS/OCT 2017	\$1,108.06
				CITY UTILITY BILLS/OCT 2017	\$95.95
				CITY UTILITY BILLS/OCT 2017	\$273.70
				CITY UTILITY BILLS/OCT 2017	\$96.02
				CITY UTILITY BILLS/OCT 2017	\$267.20
				CITY UTILITY BILLS/OCT 2017	\$260.50
				CITY UTILITY BILLS/OCT 2017	\$259.27
				CITY UTILITY BILLS/OCT 2017	\$259.23
				CITY UTILITY BILLS/OCT 2017	\$246.50
				CITY UTILITY BILLS/OCT 2017	\$238.85
				CITY UTILITY BILLS/OCT 2017	\$231.21
				CITY UTILITY BILLS/OCT 2017	\$24.59
				CITY UTILITY BILLS/OCT 2017	\$212.55
				CITY UTILITY BILLS/OCT 2017	\$140.14
				CITY UTILITY BILLS/OCT 2017	\$209.35
				CITY UTILITY BILLS/OCT 2017	\$1,098.79
				CITY UTILITY BILLS/OCT 2017	\$57.80
				CITY UTILITY BILLS/OCT 2017	\$36.60
				CITY UTILITY BILLS/OCT 2017	\$38.30
				CITY UTILITY BILLS/OCT 2017	\$39.06
				CITY UTILITY BILLS/OCT 2017	\$40.99
				CITY UTILITY BILLS/OCT 2017	\$42.78
				CITY UTILITY BILLS/OCT 2017	\$43.02
				CITY UTILITY BILLS/OCT 2017	\$44.25
				CITY UTILITY BILLS/OCT 2017	\$45.90
				CITY UTILITY BILLS/OCT 2017	\$48.03
				CITY UTILITY BILLS/OCT 2017	\$51.93
				CITY UTILITY BILLS/OCT 2017	\$53.68
				CITY UTILITY BILLS/OCT 2017	\$35.75
				CITY UTILITY BILLS/OCT 2017	\$57.00
				CITY UTILITY BILLS/OCT 2017	\$117.16
				CITY UTILITY BILLS/OCT 2017	\$101.36
				CITY UTILITY BILLS/OCT 2017	\$103.75
				CITY UTILITY BILLS/OCT 2017	\$67.75
				CITY UTILITY BILLS/OCT 2017	\$108.00
				CITY UTILITY BILLS/OCT 2017	\$115.21
				CITY UTILITY BILLS/OCT 2017	\$30.56
				CITY UTILITY BILLS/OCT 2017	\$120.10
				CITY UTILITY BILLS/OCT 2017	\$214.84
				CITY UTILITY BILLS/OCT 2017	\$136.75



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$139.30
				CITY UTILITY BILLS/OCT 2017	\$62.10
				CITY UTILITY BILLS/OCT 2017	\$54.45
				CITY UTILITY BILLS/OCT 2017	\$31.50
				CITY UTILITY BILLS/OCT 2017	\$31.55
				CITY UTILITY BILLS/OCT 2017	\$33.20
				CITY UTILITY BILLS/OCT 2017	\$33.99
				CITY UTILITY BILLS/OCT 2017	\$34.90
				CITY UTILITY BILLS/OCT 2017	\$68.96
				CITY UTILITY BILLS/OCT 2017	\$32.45
				CITY UTILITY BILLS/OCT 2017	\$35.29
				CITY UTILITY BILLS/OCT 2017	\$30.65
	544061/PYMT 8		252164	ANNUAL LEASE/RENTAL FEE 544061	\$500.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	3627-583966		252048	LAMPS-COLUMBIA POINT	\$107.34
	3627-961465			OVERPAID INVOICE 3627-581283	(\$8.00)
GENSCO INC	847181873		252173	MOT03361	\$644.04
	847181875			FAN BLADE	\$768.32
	847229538			FLEX PR25	\$32.19
	847229679			R4 2 FLEX PR25	\$42.72
	847231778			FLEX PR25	(\$32.19)
GROUND SOURCE SUPPLY INC	1294		252069	MAIN CONTROL BOARD REPLACEMENT	\$272.89
HERC RENTALS INC	29638013-002		252074	MINI EXCAVATOR-CENTRAL AMON	\$235.66
OXARC INC	30174486		252102	CHEMICALS-PROUT POOL	\$141.18
	30180403			CO2-PROUT POOL	\$144.98
RICHLAND ACE HARDWARE	214381		252114	SUPPLIES	\$30.30
	214382			FALL FESTIVAL-SAFETY CHAIN	\$8.00
	58840			PLUMBING RCC	\$21.70
	58861			HVAC SUPPLIES	\$8.67
	58890			BRUSH BATTERY-PARKWAY	\$13.66
	58908			CAT LITTER-BRADLEY CLEANUP	\$56.41
	58924			IRRIGATION BLOWOUTS	\$18.44
	58927			IRRIGATION BLOWOUTS	\$1.29
	58938			IRRIGATION BLOWOUTS	\$7.90
	58954			IRRIGATION BLOWOUTS	\$6.59
	59009			IRRIGATION BLOWOUTS	\$17.35
RICHLAND NAPA	398563		252117	D EARTH-BRADLEY CLEANUP	\$45.77
	398571			GAS CAP REPLACEMENT	\$10.21
	398573			GAS CAP REPLACEMENT	\$0.53
STEEBER'S LOCK SERVICE	479492		252326	LOCK REPAIR	\$54.30
STRAIGHT LINE CONCRETE SAWING & DRILLING INC	2752		252327	CONCRETE CUTTING BY ROASTERS	\$217.20



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22192159	252129	HVAC	\$49.39
THE PERSONAL TOUCH CLEANING INC		75842	252198	JANITOR SERVICES-BLDG 100-OCT	\$2,973.74
		75843		JANITOR SERVICES-BLDG 200-OCT	\$861.52
		75844		JANITOR SERVICES-BLDG 300-OCT	\$635.22
		75900		JANITOR SERVICES-RCC-OCT	\$7,743.43
		75901		JANITOR SERVICES-LIBRARY-OCT	\$5,505.01
WA STATE DEPT OF AGRICULTURE		74983/2018	252335	2018 PESTICIDE LIC/TILLEY	\$33.00
		88955/2018		2018 PESTICIDE LIC/MEREDITH	\$33.00
		93295/2018		2018 PESTICIDE LIC/GARCIA	\$33.00
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$84,162.31
Division:	338	PARKS & REC - PROJECT ADMIN			
BANK OF AMERICA		TXN00035869	252252	WOODS NURSERY AND GARDEN - EAG	\$164.94
PARKS & REC - PROJECT ADMIN TOTAL ****					\$164.94
Division:	900	NON-DEPARTMENTAL			
KCMB LLC		2700015499	252084	KCMB-104.7FM TOURISM-OCTOBER	\$299.00
KWRL LLC		1700015500	252086	KWRL-99.9FM TOURISM-OCTOBER	\$299.00
NON-DEPARTMENTAL TOTAL ****					\$598.00
GENERAL FUND Total ***					\$962,326.27
FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
BANK OF AMERICA		TXN00035469	252252	ECONOLITE - Cobalt controller	\$553.65
		TXN00035583		OFFICE DEPOT - 2018 DAILY PLAN	\$18.56
		TXN00035627		OFFICE DEPOT - 2018 CALENDARS	\$29.94
		TXN00035855		OFFICE DEPOT - TONER	\$140.55
BOOTHE, CHAD		17-171 BOOTHE	252158	17-171 APWA TRAINING	\$103.02
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$931.05
				CITY UTILITY BILLS/OCT 2017	\$89.77
		10/2017-27	252294	#27 LANDFILL FEES	\$10.00
		17-171 BOOTHE	252165	17-171 APWA TRAINING	\$432.00
INLAND ASPHALT CO	P058502	2489865	252079	1/2" HMA ASPHALT, INV:2489865	\$83.08
	P058502	2526426		1/2" HMA ASPHALT, INV:2526426	\$280.25
STONEWAY ELECTRIC SUPPLY		S102203013.001	252126	TRAFFIC SIGNAL REPAIR-ACCIDENT	\$474.61
WA STATE DEPT OF AGRICULTURE		63189/2018	252335	2018 PESTICIDE LIC/BOOTHE	\$33.00
		91138/2018		2018 PESTICIDE LIC/BIRD	\$33.00
		91856/2018		2018 PESTICIDE LIC/ADRIAN	\$33.00
STREETS MAINTENANCE TOTAL ****					\$3,245.48
CITY STREETS Total ***					\$3,245.48
FUND 112	INDUSTRIAL DEVELOPMENT FUND				



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	305	ECONOMIC DEVELOPMENT			
BANK OF AMERICA		TXN00035441	252252	DELTA AIR-Z.RATKAI, SEATTLE ME	\$55.20
		TXN00035456		UBER - TRANSPORTATION, TRIP#	\$40.54
		TXN00035474		ALASKA AIR - AIRFARE TRIP # 17	\$118.20
		TXN00035478		UBER -TRANSPORTATION, TRIP #	\$25.63
		TXN00035523		UBER-TRANSPROTATION TRIP# 17-3	\$31.65
		TXN00035573		AIRPORTBAGS.COM - BAGGAGE, TRI	\$15.00
		TXN00035575		DELTA AIR -BAGGAGE, TRIP #17-	\$25.00
		TXN00035587		ROSEN HOTELS SHNGL CRK - TRIP#	\$357.76
		TXN00035590		GOSQ.COM - TRANSPORTATION, TRI	\$55.20
		TXN00035831		EL CHAPALA -BFCOG MEETING, Z.R	\$10.50
		TXN00035832		ALASKA AIR - AIRFAIR TRIP 17-4	\$320.61
		TXN00035938		UNIFIED SYMPOSIUM - 2018 TRAVE	\$35.00
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$324.63
		17-448 RATKAI	252165	17-448 NWSA, BNSF, PORT OF	\$104.00
RATKAI, N. ZACH			252189	17-448 NWSA, BNSF, PORT OF	\$18.00
TRIDEC		3096	252137	LUNCH MEETING- K. JENSEN	\$25.00
ECONOMIC DEVELOPMENT TOTAL ****					\$1,561.92
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$68.76
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$68.76
INDUSTRIAL DEVELOPMENT FUND Total ***					\$1,630.68
FUND 117		CRIMINAL JUSTICE SALES TAX			
Division:	131	CJST POLICE ACTIVITY			
BANK OF AMERICA		TXN00035457	252252	CRUCIAL.COM - UPGRADE FOR APPL	\$196.53
		TXN00035465		WWW.NEWEGG.COM - INTERNAL DRIV	\$205.17
		TXN00035466		WWW.NEWEGG.COM -INTERNAL DRIVE	\$345.57
		TXN00035511		HOLIDAY INN EXPRESS - Credit 1	(\$137.20)
		TXN00035559		ALPHA COMPUTER CENTER - DRIVE	\$58.64
		TXN00035577		DAY WIRELESS SYSTEMS - RADIO E	\$81.46
		TXN00035579		OXFORD SUITES - TRIP #17-287 C	\$338.97
		TXN00035645		INTERNATIONAL TRANSACTION/FORE	\$7.96
		TXN00035665		CLEVERBRIDGE/PASSWARE KIT FORE	\$995.00
		TXN00035668		BLACKBAGTEC/FORENSIC ANALYSIS	\$3,412.88
		TXN00035669		MAGNETFOREN/	\$1,140.67
		TXN00035671		CELLEBRITE/SEAT DONGLE	\$2,713.92
		TXN00035676		HUMAN KINETICS, INC. - TRAININ	\$103.63
		TXN00035686		MAGNETFOREN/COMPLETE UPGRADE	\$1,707.33



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035824	252252	AMAZON/AUDIO CABLES	\$354.18
		TXN00035833		SPRINGHILL SUITES - JUDGE TRIP	\$100.44
		TXN00035836		SPRINGHILL SUITES - BICKFORD T	\$100.44
		TXN00035884		AMAZON/USB CABLES, AUDIO CABLE	\$2,283.96
		TXN00035891		AMAZON/VIDEO CARDS, CABLES	\$322.09
		TXN00035936		AMAZON/KVM SWITCH, CABLES	\$163.33
		TXN00035942		AMAZON MKTPLACE/KVM SWITCH	\$698.49
DELL COMPUTER CORPORATION	S017649	10201324747	252055	DELL 27 MONITOR - P2717H	\$584.68
	S017649			DELL USB SOUNDBAR - AC511	\$26.60
GUNARAMA WHOLESALE INC	S017605	926388	252070	GLOCK GEN-4 G17-T SIMUNITION	\$4,930.44
	S017605			FREIGHT	\$54.30
LN CURTIS & SONS	P058210	INV136904	252090	DN6313-NV-2215-2215 PROTECH NA	\$217.15
	P058210			SCA-SM02-F3A SAFARI CUSTOM SUM	\$841.65
	P058210			TRANSPORTATION FEE	\$43.44
	P058210			ADJUST FOR TAX	(\$0.01)
	P058210			DN6313-NV-2015-2015 PROTECH NA	\$217.15
MENKE JACKSON BEYER LLP		10/2017-446	252182	CODE ENFORCE-EL PEDRAGAL	\$4,282.20
CJST POLICE ACTIVITY TOTAL ****					\$26,391.06
CRIMINAL JUSTICE SALES TAX Total ***					\$26,391.06
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
AMERICAN WHEEL SPECIALIST, INC		2358	252015	POWDER COATING ON BLEACHERS	\$2,400.00
TRI CITY LUMBER CO		10114171	252136	LUMBER FOR BLEACHERS	\$1,674.36
HOTEL/MOTEL TAX TOTAL ****					\$4,074.36
HOTEL/MOTEL FUND Total ***					\$4,074.36
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
FEDERAL EXPRESS CORP		5-975-77641	252061	SHIPPING-OCT 2017	\$3.26
CDBG PROGRAM TOTAL ****					\$3.26
COMMUNITY DEV BLOCK GRANT Total ***					\$3.26
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
CITY OF KENNEWICK		NOV 2017 17-4	252163	HOME DPA 8/01/17-10/31/17	\$71,513.68
FEDERAL EXPRESS CORP		5-975-77641	252061	SHIPPING-OCT 2017	\$3.27
HOME PROGRAM TOTAL ****					\$71,516.95
HOME FUND Total ***					\$71,516.95



City Of Richland

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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
ARROW CONSTRUCTION SUPPLY INC		205939	252251	2017 OVERLAY-GRINDER RENTAL	\$21,720.00
BERGER ABAM ENGINEERS INC	S054546	320328	252155	CO #1 FINAL DESIGN & BID DOCUM	\$105,899.17
C & E TRENCHING LLC	P057537	C59-17/PMT5-FINAL	252029	VANTAGE HIGHWAY PATHWAY PHASE	\$7,203.81
CITY OF RICHLAND		10/2017-8	252294	#8 DUPORTAIL EXT-COMPOST	\$1,759.80
DAVID EVANS & ASSOCIATES INC	P057508	408339	252052	CENTER PARKWAY - SIDING RELOCA	\$107.05
FEDERAL EXPRESS CORP		5-975-77641	252061	SHIPPING-OCT 2017	\$23.76
INLAND ASPHALT CO	P058502	2525029	252079	CSS-1 TACK OIL, INV:2525029	\$1,648.18
	P058502	2525036		1/2" HMA ASPHALT, INV:2525036	\$19,449.90
	P058502	2526133		CSS-1 TACK OIL, INV:2526133	\$1,044.47
	P058502	2526137		1/2" HMA ASPHALT, INV:2526137	\$17,183.51
LEH APPRAISAL SERVICES LLC		10/17-DUPORTAIL	252088	DUPORTAIL BRIDGE APPRAISAL SRV	\$1,250.00
MENKE JACKSON BEYER LLP		09/2017-077	252182	DUPORTAIL BRIDGE-Legal Service	\$3,586.64
TU DECIDES MEDIA INC		2017-27139	252138	DUPORTAIL BRIDGE CALL FOR BIDS	\$600.00
UNITED PARCEL SERVICE	S017672	000986641467	252333	GROUND PKG TO WA STATE DOT FOR	\$4.85
ARTERIAL STREETS TOTAL ****					\$181,481.14
STREETS CAPITAL CONSTRUCTION Total ***					\$181,481.14
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
BANK OF AMERICA		TXN00035425	252252	THE HOME DEPOT #4746 - HR BALL	\$7.59
		TXN00035482		THE HOME DEPOT #4746 - URBAN G	\$132.38
		TXN00035533		THE HOME DEPOT #4746 - URBAN G	\$101.10
		TXN00035574		THE HOME DEPOT #4746 - URBAN G	\$22.46
		TXN00035670		THE HOME DEPOT #4746 - HOWARD	\$131.41
		TXN00035694		THE HOME DEPOT #4746 - DOG PAR	\$126.80
		TXN00035724		FASTSIGNS - CORFIT SIGNAGE	\$147.82
		TXN00035738		AMAZON MKTPLACE PMTS - DOG PAR	\$27.86
		TXN00035757		HOBBY-LOBBY #457 - CORFIT SIGN	\$29.85
		TXN00035925		FASTSIGNS - CORFIT SIGNAGE	\$147.82
		TXN00035955		SQ HARRINGTON'S TR - PLAQUES	\$1,107.72
BEAVER BARK & ROCK		844640	252023	SOIL, DIRT FILL	\$43.40
CONFEDERATED TRIBES OF THE UMATILLA		20978	252045	HOWARD AMON RIVERFRONT TRAIL	\$1,144.52
HERC RENTALS INC		29572025-001	252074	TRACK LOADER-HORN RAPIDS	\$553.86
RICHLAND ACE HARDWARE		58794	252114	UGT	\$17.35
		58889		TREE REMOVAL	\$42.26
STRAIGHT LINE CONCRETE SAWING & DRILLING INC		2717	252127	CONCRETE CUTTING-SKATE PARK	\$342.09
		2738		CONCRETE CUTTING-SKATE PARK	\$162.90



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STRAIGHT LINE CONCRETE SAWING & DRILLING INC		2753	252327	SKATEPARK CONCRETE CUTTING	\$162.90
		2754		HOWARD AMON PARK DRILL HOLE	\$217.20
		2755		RICHLAND YACHT CLUB	\$217.20
		2756		COURTYARD BY MARRIOT	\$217.20
PARKS & REC PROJECTS TOTAL ****					\$5,103.69
PARK PROJECT CONSTRUCTION Total ***					\$5,103.69
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00035509	252252	SQ GREAT AMERICAN - DARRIN SW	\$5.09
		TXN00035585		SPOKANE INTERNATIONAL AI - DAR	\$30.00
		TXN00035595		COASTAL COLD STORAGE INC - DAR	\$14.30
		TXN00035751		SQ PORTER'S REAL B - CORCH ME	\$86.38
		TXN00035774		LOGMEIN GOTOMEETING -CORCH	\$31.50
		TXN00035896		THE HOME DEPOT #4746 - CORCH	\$6.55
NON-DEPARTMENTAL TOTAL ****					\$173.82
GENERAL GOVT CONSTRUCTION Total ***					\$173.82
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	P058395	3700336-01	252016	SLEEVE, COPPER #6 - 1/0 STR,	\$263.36
	P058401	3701670-01		CONN, GRD XFMR, 6 SOL-1/0 STR	\$1,299.94
	P058401			CONN,BRONZE,VISE RICHARDS VC10	\$1,299.13
BANK OF AMERICA		TXN00035633	252252	OLDCASTLE PRECAST/BASE W/DUCTS	\$106.68
GENERAL PACIFIC INC	P058260	1293631	252066	XFMR, POLE 10 KVA 120/240 1-PH	\$2,276.26
	P058260			XFMR,PAD,1-PH 250 KVA, DNR	\$4,796.86
	P058260			XFMR, POLE 50 KVA 120/240 1PH	\$1,116.41
TOTAL ****					\$11,158.64
Division:	501	BUSINESS SERVICES			
BANK OF AMERICA		TXN00035450	252252	STAPLES - Copy Paper	\$134.10
		TXN00035475		AMER PUBLIC POWER ASSO - Pole	\$300.00
		TXN00035525		STAPLES - File Folder	\$85.56
		TXN00035598		AMAZON - Foot Controlled Mouse	\$51.55
		TXN00035618		NWPPA - Grohs Managerial Accou	\$700.00
		TXN00035709		LOGMEIN GOTOMEETING - Monthly	\$20.64
		TXN00035851		OFFICE DEPOT-3 RING BINDERS	\$54.73
		TXN00035953		STAPLES - Pens, Post-its, Whit	\$150.90
		TXN00035988		AMERICAN MGMT ASSOC - Excel We	\$199.00
		TXN00036004		NWPPA - Administrative Profess	\$1,300.00



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$535.36
		17-461 MANZO	252165	17-461 RMC MEETING	\$280.19
		17-469 LARKIN		17-469 NRU/RMC MEETING	\$422.04
		17-470 WHITNEY		17-470 NRU/RMC/PPC MEETINGS	\$581.89
FEDERAL EXPRESS CORP		5-975-77641	252061	SHIPPING-OCT 2017	\$34.48
UNITED PARCEL SERVICE	S017660	000986641457	252140	GROUND PKG TO SD MYERS LLC FOR	\$5.48
	S017660			WEIGHT CORRECTION FOR PKG TO S	\$0.35
	S017660			GROUND PKG TO ALS FOR MPP SHOP	\$14.47
WATER SOLUTIONS INC		17133	252147	3 WTR MACHINES -NOVEMBER 2017	\$30.97
BUSINESS SERVICES TOTAL ****					\$4,901.71
Division:	502	ELECTRICAL ENGINEERING			
BANK OF AMERICA		TXN00035418	252252	BENTON CO AUDITOR - Electrical	\$83.06
		TXN00035556		NWPPA-ENG SERV JOB ADVERT	\$115.00
		TXN00035562		IEEE - Schennum Annual Member	\$261.00
		TXN00035563		WA PROFESSIONAL LICENSE - Sche	\$116.00
		TXN00035718		AMAZON MKTPLACE -MS WRLS Deskt	\$77.31
		TXN00035748		STAPLES - White Board - Grohs	\$347.51
		TXN00035876		IEEE - Membership Renewal - Hi	\$201.00
		TXN00035897		WA PROFESSIONAL LICENSE - Hill	\$116.00
ELECTRICAL ENGINEERING TOTAL ****					\$1,316.88
Division:	503	POWER OPERATIONS			
BANK OF AMERICA		TXN00035443	252252	HOP JACKS-CO B170065	\$119.85
		TXN00035446		SHARIS-CO B170065	\$36.41
		TXN00035447		APPLEBEES-CO B170065	\$110.01
		TXN00035524		STERLING`S - CO B170067	\$163.54
		TXN00035632		SAKURA-CO F161090	\$63.99
		TXN00035647		STERLING'S-CO F161090	\$52.96
		TXN00035698		DENNY'S-CO F161090	\$30.35
		TXN00035771		HOMEDEPOT.COM - Drill Bit Set	\$54.23
		TXN00035837		SHARIS-CO F161090	\$115.52
		TXN00035871		STERLING'S-CO F161090	\$40.37
		TXN00036001		AMAZON-SPACE PEN FOR DISPATCH	\$25.49
BUTE, ERIC		110117	252160	REIMB CDL RENEWAL	\$102.00
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$185.99
				CITY UTILITY BILLS/OCT 2017	\$2,530.34
INLAND ASPHALT CO	P058502	2489865	252079	1/2" HMA ASPHALT, INV:2489865	\$27.69
TYNDALE ENTERPRISES INC	P057360	1320633	252332	FIRE RETARDANT CLOTHING-2017	\$4,738.55
POWER OPERATIONS TOTAL ****					\$8,397.29
Division:	504	SYSTEMS DIVISION			
BANK OF AMERICA		TXN00035440	252252	YOKE'S-RETIREMENT CUPCAKES	\$15.96



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035639	252252	LABELCITY - MPP SHOP LBLs	\$74.11
		TXN00035740		CURRENT ELE TRN-FAIRCLOTH	\$190.00
		TXN00035826		OFF DEP-ACRDN FILE, MECH PENCL	\$45.64
		TXN00035840		OFF DEP-PAPR, NT PDS, CALNDR	\$175.71
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$1,475.95
UTILITIES UNDERGROUND LOCATION CENTER		7100196	252143	UTILITIES LOCATE SERVICE	\$336.68
SYSTEMS DIVISION TOTAL ****					\$2,314.05
Division:	505	ENERGY POLICY MGMT			
APOLLO SHEET METAL INC		17040562	252018	219 ROCKY MTN CT-REBATE-HP	\$1,000.00
BANK OF AMERICA		TXN00035661	252252	BENTON CO AUDITOR - Lien Relea	\$76.00
BETHEL CHURCH		17ES-11540-FY2018	252025	600 SHOCKLEY RD-REBATE-LIGHTNG	\$12,100.20
CASCADE TITLE COMPANY OF BENTON		5352	252292	621 BASSWOOD-TITLE REPORT	\$103.17
CITY OF RICHLAND		131540	252295	621 BASSWOOD-REBATE-WIN/HP	\$1,368.00
		81940	252038	110 THAYER-REBATE-WINDOWS	\$524.00
DAYCO HEATING & AIR		57217	252054	1623 MESQUITE CT-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC		25197	252056	604 MCMURRAY-REBATE-HP	\$800.00
IWI INC		98339	252304	2213 TORBETT-REBATE-INSULATION	\$930.75
JACOBS & RHODES INC		38361	252305	108 SHERMAN-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC		118550	252091	2004 TURNER-REBATE-HP	\$1,000.00
		123592	252310	538 TANGLEWOOD-REBATE-HP	\$1,000.00
		125747		207 ROCKY MTN CT-REBATE-HP	\$1,000.00
		133999		1445 OXFORD-REBATE-HP	\$1,000.00
		146268	252091	318 CANYON-REBATE-HP	\$1,000.00
		147594		310 ABBOT-REBATE-HP	\$1,000.00
		147838	252310	202 PINETREE-REBATE-HP	\$1,000.00
		148307		617 LYNNWOOD LOOP-REBATE-HP	\$1,000.00
		148416		339 SPRING-REBATE-HP	\$2,000.00
		148540		512 COTTONWOOD-REBATE-HP	\$1,000.00
		148794		4175 FRENCH-REBATE-HP	\$1,000.00
		150845		1941 PINE-REBATE-HP	\$1,000.00
MR INSULATION CO INC		106476	252315	128 RIVERWOOD-REBATE-INS	\$330.00
PERFECTION GLASS	P058286	9993660071	252320	WEATHERWISE LOAN: ROBERTS, 621	\$5,864.40
TOTAL ENERGY MANAGEMENT INC		57694WWR	252331	610 BLUE-REBATE-HP	\$1,000.00
WASHINGTON MUTUAL SAVINGS		17ES1154020180003	252336	2701 QUEENSGATE-COMM LIGHTING	\$90.00
		17ES1154020180004		711 JADWIN-REBATE-COMM LIGHTIN	\$2,220.00
		17ES1154020180005		723 GAGE-REBATE-COMM LIGHTING	\$1,750.00
ENERGY POLICY MGMT TOTAL ****					\$43,156.52
Division:	506	TECHNICAL SERVICES			
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$1,185.95
TECHNICAL SERVICES TOTAL ****					\$1,185.95



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ELECTRIC UTILITY FUND Total ***					\$72,431.04
FUND 402	WATER UTILITY FUND				
Division:	000				
3 RIVERS POTATO SERVICES INC		17-01924	252009	HYDRANT METER REFUND	\$750.00
				WATER USAGE	(\$121.60)
				MONTHLY RENTAL	(\$30.00)
C & E TRENCHING LLC		17-02166	252030	HYDRANT METER REFUND	\$750.00
CORE & MAIN LP	P058415	I024631	252049	ANGLE BALL METER VALVE 1",	\$19,215.68
	P058415	I031338		ANGLE METER COUPLING, 1" METER	\$6,081.60
HOLIDAY INN EXPRESS		17-02226	252077	WATER USAGE	(\$26.60)
				HYDRANT METER REFUND	\$750.00
				MONTHLY RENTAL	(\$30.00)
INNOVATION CENTER LLC		17-01605	252080	MONTHLY RENTAL	(\$30.00)
				HYDRANT METER REFUND	\$750.00
KENNEWICK IRRIGATION DISTRICT		16-02718	252085	MONTHLY RENTAL	(\$30.00)
				WATER USAGE	(\$0.95)
				HYDRANT METER REFUND	\$750.00
P & R CONSTRUCTION		17-01987	252103	MONTHLY RENTAL	(\$30.00)
				WATER USAGE	(\$77.90)
				HYDRANT METER REFUND	\$750.00
UNASSIGNED TOTAL ****					\$29,420.23
Division:	410	WATER CAPITAL PROJECTS			
BANK OF AMERICA		TXN00035934	252252	SHOW ME CABLES -Multimode Dupl	\$22.47
		TXN00035974		OEM OPTIC-CABLES WWTP	\$78.00
		TXN00036002		AMAZON - TELEMETRY PORTS	\$944.18
BERGER ABAM ENGINEERS INC	S054546	320328	252155	CO #2 WATER LINE DESIGN	\$4,325.02
COLUMBIA ELECTRIC SUPPLY	S017636	5858-797091	252041	ADJUST TAX	\$0.01
	S017636			4 CH ANALOG INPT, AB CATALOG	\$382.65
	S017636			16PT ML1100 CONTROL, AB CATALO	\$665.15
IRZ CONSULTING LLC	P052094	8037	252082	AMENDMENT #5 - ADDITIONAL SERV	\$600.00
WATER CAPITAL PROJECTS TOTAL ****					\$7,017.48
Division:	411	WATER ADMINISTRATION			
RH2 ENGINEERING INC	P055760	69011	252113	WATER SYSTEM PLAN-2015: #180-	\$4,752.27
WATER ADMINISTRATION TOTAL ****					\$4,752.27
Division:	412	WATER OPERATIONS			
BANK OF AMERICA		TXN00035436	252252	WETRC - TRAINING - MAYFIELD	\$300.00
		TXN00035458		BIG 5 SPORTING GOODS - GIFT CA	\$25.00
		TXN00035460		BIG 5 SPORTING GOODS - GIFT CA	\$25.00
		TXN00035461		BIG 5 SPORTING GOODS - GIFT CA	\$25.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035467	252252	BIG 5 SPORTING GOODS - GIFT CA	\$25.00
		TXN00035627		OFFICE DEPOT - 2018 CALENDARS	\$106.49
		TXN00035652		DIRECT DRIVES & CONTRO - ENDBE	\$81.42
		TXN00035821		OFFICE DEPOT - TONER	\$128.37
		TXN00035973		OFFICE DEPOT - WQ FAX TONER	\$126.90
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$68.95
				CITY UTILITY BILLS/OCT 2017	\$64,188.89
DEPARTMENT OF LABOR & INDUSTRIES		220462 WTP	252299	RENEWAL FOR OPERATING CERT	\$69.10
FIELD INSTRUMENTS & CONTROLS INC	S017603	165890	252062	PMC SUBMERSIBLE LEVEL TRANSMIT	\$1,076.23
	S017603			FREIGHT	\$17.41
	S017603			ADJUST FOR TAX	(\$0.01)
STEP SAVER INC	P058507	767504458	252124	FREIGHT / SHIPPING CHARGE	\$740.63
	P058507			BULK, SODIUM CHLORIDE (NACL)	\$561.50
	P058507			PTO AND/OR DELIVERY	\$173.94
	P058507			STOP OFF / RE-DIRECT FEE	\$50.00
WATER OPERATIONS TOTAL ****					\$67,789.82
Division:	413	WATER MAINTENANCE			
AT&T WIRELESS		10/17 2872432888	252019	287243288881 09/27-10/26/17	\$57.89
BANK OF AMERICA		TXN00035428	252252	FORESTRY SUPPLIERS - HIP WADER	\$492.15
		TXN00035498		USA BLUE BOOK - GAUGES	\$132.45
		TXN00035528		AWWA.ORG - COMP SURVEY	\$339.00
		TXN00035566		STAPLES - 2018 APPT BOOKS	\$115.60
		TXN00035627		OFFICE DEPOT - 2018 CALENDARS	\$84.86
		TXN00035734		STAPLES - LAMINATING POUCHES	\$46.30
		TXN00035954		USA BLUE BOOK - SNIFFER SENSOR	\$208.19
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$64.11
				CITY UTILITY BILLS/OCT 2017	\$1,013.09
				CITY UTILITY BILLS/OCT 2017	\$2,221.76
				CITY UTILITY BILLS/OCT 2017	\$833.37
				CITY UTILITY BILLS/OCT 2017	\$17,383.58
				CITY UTILITY BILLS/OCT 2017	\$418.00
				CITY UTILITY BILLS/OCT 2017	\$498.32
				CITY UTILITY BILLS/OCT 2017	\$138.50
		10/2017-26	252294	#26 LANDFILL FEES	\$102.71
KENNEWICK IRRIGATION DISTRICT		16-02718	252085	DAMAGE	(\$100.00)
UTILITIES UNDERGROUND LOCATION CENTER		7100196	252143	UTILITIES LOCATE SERVICE	\$56.12
WATER MAINTENANCE TOTAL ****					\$24,106.00
WATER UTILITY FUND Total ***					\$133,085.80
FUND	403	WASTEWATER UTILITY FUND			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 421 SEWER CAPITAL PROJECTS					
BANK OF AMERICA		TXN00035803	252252	THE HOME DEPOT #4746 - MORTAR	\$50.03
		TXN00035983		AMAZON MKTPLACE PMTS - CHKVLV	\$340.99
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P058410	3627-583157	252048	FERRAZ 225A 600V RK5 TIME DELA	\$405.62
	P058410			FREIGHT	\$17.05
	P058410			BUSS 600V 400A FUSE BLOCK, CAT	\$626.08
	P058410			VARIABLE FREQUENCY DRIVE FOR	\$7,547.70
HD FOWLER COMPANY INC		I4675197	252073	FLANGE VLV HT X PMP#1	\$678.87
SEWER CAPITAL PROJECTS TOTAL ****					\$9,666.34
Division: 422 SEWER OPERATIONS					
BANK OF AMERICA		TXN00035424	252252	THE HOME DEPOT #4746 - STAKES	\$24.26
		TXN00035479		Amazon.com - BTHRM AIRFRSH URN	\$99.04
		TXN00035484		STAPLES - CL ACETATE RPT COVER	\$22.39
		TXN00035489		USA BLUE BOOK - POLYP SCOOP 20	\$69.40
		TXN00035491		STAPLES - SHARPIES CORRCTN FLU	\$21.39
		TXN00035527		IRRIGATION SPECIALISTS IN - IR	\$112.64
		TXN00035580		BALANCE MEDIA-WWTP MECH JOB PO	\$13.58
		TXN00035591		INTL-TRANS--WWTP MECH JOB POST	\$0.14
		TXN00035594		BOXWOOD-WTR ENV-WW MGR JOB ADV	\$250.00
		TXN00035619		APWA-WW/ST MGR-JOB ADV	\$295.00
		TXN00035625		BOXWOOD-WTR ENV-WW MGR JOB ADV	\$250.00
		TXN00035660		AMAZON MKTPLACE PMTS - AER DIF	\$35.96
		TXN00035664		AMAZON MKTPLACE PMTS - RTRN AE	(\$35.96)
		TXN00035853		AMAZON MKTPLACE PMTS - EL ACTU	\$400.49
		TXN00035883		COMFORT INN AND SUITES - ACCMM	\$333.24
BRANOM INSTRUMENT CO	P058433	589316	252027	FLOW SWITCH FOR WWTP GRIT PUMP	\$1,385.95
	P058433			FREIGHT	\$17.38
	P058433			INTERCONNECT CABLE - TURK U202	\$230.99
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$22,766.08
		10/2017-25	252037	#25 BIOSOLIDS LANDFILL FEES	\$2,651.61
		10/2017-38		#38 GRIT DISP/HAULING	\$217.43
		17-432 MORENO	252165	17-432 WA ORGANIC RECYCLING	\$916.00
PARADISE BOTTLED WATER CO		10/17-WWTP	252106	BOTTLED WATER-OCTOBER	\$79.95
STEP SAVER INC	P058507	767504458	252124	PTO AND/OR DELIVERY	\$173.94
	P058507			FREIGHT / SHIPPING CHARGE	\$740.62
	P058507			BULK, SODIUM CHLORIDE (NACL)	\$560.80
	P058507			STOP OFF / RE-DIRECT FEE	\$50.00
UNITED PARCEL SERVICE	S017660	000986641457	252140	NDA PKG TP ALS FOR WWTP 11/8/	\$34.80
	S017660			ADDITIONAL HANDLING FOR PKG TO	\$8.45
WA STATE DEPARTMENT OF ECOLOGY		2018/5102	252145	HATKE WW OP CERT 2018 RENEWL	\$30.00



City Of Richland

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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WA STATE DEPARTMENT OF ECOLOGY		2018/8810	252202	RICHARDSON WW OP CERT 18 RNWL	\$30.00
XEROX CORPORATION		091172922	252337	MX4-749822 BASE/PRINTS-OCT	\$276.14
SEWER OPERATIONS TOTAL ****					\$32,061.71
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		10/17 2872432888	252019	287243288881 09/27-10/26/17	\$43.89
BANK OF AMERICA		TXN00035434	252252	AMAZON MKTPLACE PMTS - HYPERIK	\$88.95
		TXN00035503		AMAZON MKTPLACE PMTS - HYPERK	\$266.85
		TXN00035510		AMAZON MKTPLACE PMTS - HYPERK	\$177.90
		TXN00035637		THE HOME DEPOT #4746 - RTRN PW	(\$59.69)
		TXN00035653		THE HOME DEPOT #4746 - PWR STR	\$50.78
		TXN00035654		THE HOME DEPOT #4746 - PWRSTRP	\$130.48
		TXN00035706		AMAZON MKTPLACE PMTS - RTRN HY	(\$339.80)
		TXN00035723		COLUMBIA BASIN HOTSY - DEFOAME	\$81.54
		TXN00035745		ACE HDWE - WET/DRY VAC FILTER	\$17.37
		TXN00035761		THE HOME DEPOT #4746 - FAST-SE	\$43.18
		TXN00035769		THE HOME DEPOT #4746 - WET/DRY	\$19.52
		TXN00035778		THE HOME DEPOT #4746 - RTRN WE	(\$19.52)
		TXN00035878		COMFORT INN AND SUITES - ACCMM	\$370.98
		TXN00035929		THE HOME DEPOT #4746 - 12IN &	\$72.70
		TXN00035952		EIDUPONTTRAINING - TRNING DVD	\$439.78
		TXN00035975		EIDUPONTTRAINING - CREDIT PPE3	(\$157.47)
CITY OF RICHLAND		17-435 COLEMAN	252165	17-435 PAC NW CLEAN WATER C	\$48.00
CORE & MAIN LP		H934147	252049	PIPE BEVELER	\$358.71
ON SCENE MEDICAL SERVICES, P.C.		00389	252100	PRE-EMP PHYSICALS/VACCINES	\$85.00
REESE CONCRETE PRODUCTS MFG		005462	252111	RISER RINGS FOR MHS AND CBS	\$302.99
RELIABLE ROOTER		6232	252323	930 SANFORD AVE BLOCKAGE	\$665.18
UTILITIES UNDERGROUND LOCATION CENTER		7100196	252143	UTILITIES LOCATE SERVICE	\$56.12
SEWER MAINTENANCE TOTAL ****					\$2,743.44
WASTEWATER UTILITY FUND Total ***					\$44,471.49
FUND	404	SOLID WASTE UTILITY FUND			
Division:	432	SOLID WASTE COLLECTION			
BANK OF AMERICA		TXN00035539	252252	STAPLES - COLLECTION CALENDAR	\$38.32
		TXN00035690		COURTYARD BY MARRIOTT -V SUARE	\$0.01
		TXN00035703		COURTYARD BY MARRIOTT-M CHIDES	\$0.01
		TXN00035963		INTERNATIONAL TRANSACTION -FOR	\$4.10
		TXN00035968		MARTINS INDUSTRIES - TIRE INFL	\$513.32
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$192.32
ON SCENE MEDICAL SERVICES, P.C.		00389	252100	PRE-EMP PHYSICALS/VACCINES	\$100.00
SOLID WASTE COLLECTION TOTAL ****					\$848.08



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 433	SOLID WASTE DISPOSAL				
BANK OF AMERICA		TXN00035516	252252	WAL-MART #3261 - BATTERIES FOR	\$32.45
		TXN00035531		STAPLES - OFFICE SUPPLIES SCAL	\$62.83
		TXN00035547		SPUDNUT SHOP - solid waste mtg	\$9.01
		TXN00035551		KRISPY KREME #1245 - Solid Was	\$31.05
		TXN00035841		STAPLES - OFFICE SUPPLIES SCAL	\$260.05
		TXN00035962		STAPLES -BATTERIES SCALE/LANDF	\$77.93
		TXN00035963		INTERNATIONAL TRANSACTION -FOR	\$4.11
		TXN00035968		MARTINS INDUSTRIES - TIRE INFL	\$513.32
BLAIR, JEANNETTE		103117	252157	REIMB MILEAGE OCT 2017	\$62.27
CHIDESTER, MARK		110317	252162	REIMB CDL RENEWAL	\$102.00
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$1,269.22
MITCHELL, FRANK		103117	252183	REIMB MILEAGE OCT 2017	\$29.96
PARADISE BOTTLED WATER CO		10/17-LANDFILL	252106	BOTTLED WATER-OCTOBER	\$148.19
ROACH, ANNIKA		093017	252196	REIMB MILEAGE SEPT 2017	\$11.24
		103117		REIMB MILEAGE OCT 2017	\$37.45
WA STATE RECYCLING ASSOCIATION		1858	252146	2018 MEMBERSHIP DUES	\$255.00
XEROX CORPORATION		091172924	252151	LX5-694777 BASE/PRINTS- OCT	\$244.51
SOLID WASTE DISPOSAL TOTAL ****					\$3,150.59
SOLID WASTE UTILITY FUND Total ***					\$3,998.67
FUND 405	STORMWATER UTILITY FUND				
Division: 440	STORMWATER CAPITAL PROJECTS				
MAHAFFEY ENTERPRISES INC		64871	252092	3IN RIP-RAP-DITCH-812 GAGE	\$642.48
STORMWATER CAPITAL PROJECTS TOTAL ****					\$642.48
Division: 441	STORMWATER				
BANK OF AMERICA		TXN00035877	252252	COMFORT INN AND SUITES - ACCMM	\$370.98
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$1,014.00
		10/2017-17	252294	#17 DROP BOX/STREET SWEEPINGS	\$1,596.33
		17-434 COSSMAN	252165	17-434 PAC NW CLEAN WATER C	\$48.00
SENSKE LAWN & TREE CARE INC		8046153	252120	WEED CONTROL KEENE RD	\$1,303.20
WA STATE DEPARTMENT OF ECOLOGY		2018-WAR046006	252145	STRM WTR JULY 2017-JUNE 2018	\$23,791.23
STORMWATER TOTAL ****					\$28,123.74
STORMWATER UTILITY FUND Total ***					\$28,766.22
FUND 407	MEDICAL SERVICES FUND				
Division: 121	AMBULANCE				
BANK OF AMERICA		TXN00035630	252252	WFC - GEMT CONF REG (x2)	\$100.00
		TXN00035646		WFC - GEMT CONF REG	\$50.00
		TXN00035693		AMAZON - CLOROX WIPES	\$7.92



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035722	252252	AMAZON - LYSOL, HAND WSH, DAWN	\$128.12
		TXN00035744		AMAZON - LIQUID SOAP	\$25.76
		TXN00035749		WASTE MGMT - PHARMACY DISP	\$23.27
		TXN00035873		AMAZON - KITCHEN SCRUBBERS	\$15.95
		TXN00035874		AMAZON - BODY WASH	\$23.56
		TXN00035875		AMAZON - CLOROX, FOIL	\$61.68
		TXN00035882		WFC - GEMT CONF REG (PORTCH)	\$50.00
		TXN00035888		AMAZON - GLASS CLEANER	\$12.00
		TXN00035902		AMAZON - TOILET BRUSH, SCRBBRS	\$165.12
CARDINAL HEALTH 411 INC		100479-0	252031	MMCAP SHAREBACK CREDIT	(\$87.02)
		2513408		GLUCAGEN/NALOXONE/ATROPINE	\$1,236.88
		2548790		GLUCAGEN/EPINEPHRINE	\$395.29
		99677-0		ADMIN FEE CREDIT	(\$5.29)
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$539.97
COLUMBIA BASIN COLLEGE	P058518	28166	252297	ALS OTEP + LAB FEES, SUMMER QT	\$50.00
	P058518			ALS OTEP FEES - SUMMER QTR 201	\$1,176.00
	P058518	28207		ALS OTEP FEES - SUMMER QTR 201	\$33.60
	P058518	28220		ALS OTEP FEES - SUMMER QTR 201	\$33.60
	P058518	28280		ACLS/PALS/AIRWAY - FALL QTR '1	\$100.80
	P058518			ACLS/PALS/AIRWAY - FALL QTR '1	\$151.20
	P058518			ACLS/PALS/AIRWAY - FALL QTR '1	\$151.20
	P058518			PM STUDENT FEES - FALL QTR 201	\$4,362.16
	P058518			ACLS/PALS/AIRWAY - FALL QTR '1	\$167.60
	P058518	28353		ALS OTEP FEES - FALL QTR 2017	\$84.00
	P058518			ALS OTEP FEES - FALL QTR 2017	\$1,176.00
COLUMBIA INDUSTRIES SUPPORT LLC		0056848	252043	ON SITE SHREDDING WO #0091251	\$31.42
STERICYCLE INC		3004023152	252125	BIO WASTE DISPOSAL FEE	\$86.48
XEROX CORPORATION	P058503	090819520	252151	AMB BILLING 3RD QTR COPIER MAI	\$32.58
AMBULANCE TOTAL ****					\$10,379.85
MEDICAL SERVICES FUND Total ***					\$10,379.85
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$190.65
BROADBAND ADMINISTRATION TOTAL ****					\$190.65
BROADBAND FUND Total ***					\$190.65
FUND 501	CENTRAL STORES FUND				
Division:	000				
FASTENAL COMPANY	P058256	WARIC69113	252060	I/O SAFETY GLASSES, NEMESIS	\$338.57



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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY	P058256	WARIC69206	252060	DARK SAFETY GLASSES, NEMESIS	\$915.82
UNASSIGNED TOTAL ****					\$1,254.39
CENTRAL STORES FUND Total ***					\$1,254.39
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
ALTEC INDUSTRIES INC		10844375	252012	KEY VEH 3313 WO 48572	\$41.98
AMERICAN RADIATOR INC		AA100852	252014	REPAIR VEH 3291 WO 48469	\$146.61
AUTOZONE		3733108515	252020	GLOVES	\$217.20
		3733108516		CREDIT FOR WRONG PRICING	(\$266.55)
		3733122451		ULTRA LT SHOCK VEH 2359	\$93.33
		3733122452		ULTRA SPRING VEH 2359 WO 48477	\$174.22
		3733122455		WRONG PART VEH 2359	(\$174.22)
		3733122458		ULTRA SPRING SEA VEH 2359	\$174.22
		3733122459		SHOCKS VEH 2359	(\$93.33)
		3733122460		BRAKES VEH 5036 WO 48466	\$51.87
		3733122461		FAN CLUTCH VEH 2341 WO 48578	\$299.73
		3733122476		TRANS MOUNT VEH 2341	(\$18.35)
BANK OF AMERICA		TXN00035429	252252	LPT SYSTEMS- LUBE GUNS	\$103.94
				LPT SYSTEMS- LUBE GUNS	\$4,500.00
		TXN00035582		HOMEDEPOT - VEH9500 ROUTER BIT	\$148.72
		TXN00035586		ROCKIT RADIO - VEH2466,2467,12	\$390.96
		TXN00035588		WURTH - DECAL ERASER TOOLS	\$6.61
		TXN00035592		WURTH - DECAL ERASER TOOLS	\$673.25
		TXN00035603		ROCKIT RADIO - VEH2394 BU CAME	\$380.10
		TXN00035966		BRAND FX - VEH3303 SVC BODY ST	\$274.00
		TXN00036011		TCD CENGAGE LEARNING - ASE TES	\$260.24
BASIN EXPRESS LLC		379927	252022	SHIPPING VEH 3315 WO 48508	\$10.50
BUSH CAR WASH		4633	252028	VEHICLE WASHES-OCTOBER	\$91.00
CASADAY BEE-LINE SERVICE & TOWING LLC		27807	252032	AIR BAGS VEH 5043 WO 48430	\$1,997.05
CASCADE FIRE EQUIPMENT CORP DBA		121140	252033	GAUGE VEH 5039 WO 48554	\$194.05
CENTRAL HOSE & FITTINGS INC		471928	252035	HYD ASSY VEH 7146 WO 48571	\$189.77
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$3,541.35
COLEMAN OIL COMPANY		0457321-IN	252040	DYED DIESEL LANDFILL	\$4,050.55
		CL42605		CARD LOCK FUEL 11/1-11/05/17	\$8,737.95
COLUMBIA GRAIN & FEED INC		154743	252042	BAGGER VEH 4000 WO 48577	\$238.92
COLUMBIA RIGGING CORP		31416	252044	SPLICED VEH 3313 WO 48585	\$108.60
CONNELL OIL INC		0199206-IN	252046	SHOP OIL	\$660.59
CUMMINS, INC		009-96968	252051	TURBO VEH 3296 WO 48427	\$5,368.74
		009-96974		TURBO VEH 3296 WO 48427	(\$950.26)
DAY WIRELESS SYSTEMS		449250	252053	FACEPLATE VEH 2411 WO 48471	\$62.99



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FAST SIGNS		139-55760	252059	VINYL WRAP VEH 1212 WO 48523	\$645.08
		139-56099		VINYL WRAP VEH 2471 WO 48174	\$645.08
		139-56124		VINYL WRAP VEH 1203 WO 48550	\$322.54
FASTENAL COMPANY		WARIC70687	252060	KIT VEH 2370 WO 48324	\$46.85
G & R AG PRODUCTS INC		2175103-0001-02	252063	PARTS VEH 3404 WO 48600	\$41.05
		2175103-0002-02		PARTS VEH 3404 WO 48600	\$120.86
		2175199-0001-02		PARTS VEH 3404 WO 48600	\$252.04
		2175199-0002-02		PARTS VEH 3404 WO 48600	\$46.95
		2175265-0001-02		PARTS VEH 3404 WO 48600	\$9.81
		2175519-0001-02		PARTS VEH 3404 WO 48600	\$185.12
GENUINE AUTO GLASS OF TRI CITIES LLC		625438	252067	WS REPAIR VEH 3205 WO 48522	\$32.58
GLOBAL EQUIPMENT COMPANY		111792336	252068	SHOP SUPPLY	\$354.72
JIM'S PACIFIC GARAGES INC		X100098054	252083	BRACKET VEH 7143 WO 48543	\$79.59
		X100098663		CLAMP VEH 3291 WO 48469	\$10.47
MCCURLEY CHEVROLET		450059	252095	DETAIL VEH 3331 WO 48545	\$285.62
		934243		CONNECTOR VEH 2343 WO 48470	\$134.57
		934291		EXPERT SVCS VEH 2349	\$2,138.69
		934427		GASKET VEH 2349 EXPERT SVCS	\$7.88
PAPE' MATERIAL HANDLING		10686758	252105	SCRAPER VEH 7112 WO 48398	\$193.31
		10697542		FUEL SENDER VEH 7109 WO 48518	\$218.68
		10698896		FILTERS VEH 7157 WO 48535	\$101.59
RICHLAND NAPA		399036	252191	BRK CLN VEH 3294 WO 48436	\$37.79
		399054		FILTER VEH CREDIT WO CREDIT	(\$29.54)
		399063		LED VEH SHOP WO TOOLS	\$76.01
		399077		ENG PTS VEH 2341 WO 48414	\$129.61
		399187		FILTER VEH 2400 WO 48472	\$17.06
		399189		FILTER VEH 2400 WO 48472	\$0.13
		399200		FILTER VEH 2359 WO 48478	\$19.36
		399222		SEALANT VEH 3333 WO 48405	\$15.27
		399224		WIPERS VEH 2400 WO 48472	\$21.70
		399259		FILTER VEH 2420 WO 48492	\$16.55
		399295		CONN VEH 4133 WO 48497	\$22.78
		399299		CLOTH VEH 3313 WO 48467	\$56.90
		399342		FILTER VEH 2343 WO 48503	\$17.38
		399346		FILTER VEH SHOP WO SUPPLIES	\$8.51
		399358		FILTER VEH 3287 WO 48507	\$17.06
		399359		FILTER VEH 2416 WO 48506	\$16.55
		399370		SHOCK VEH 2359 WO 48477	\$109.43
		399376		FILTER VEH 7143 WO 48526	\$427.32
		399395		BULB VEH 1108 WO 48516	\$14.53
		399449		FILTER VEH SHOP WO SUPPLIE	\$14.09



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		399484	252191	BRK CLN VEH 6589 WO 48479	\$37.79
		399504		FILTERS VEH 3326 WO 48562	\$16.43
		399505		FILTERS VEH 3324 WO 48561	\$16.43
		399506		FILTERS VEH 3402 WO 48559	\$17.06
		399507		FILTERS VEH 3305 WO 48560	\$17.06
		399508		FILTERS VEH 2421 WO 48557	\$16.55
		399510		FILTERS VEH 3331 WO 48565	\$110.74
		399511		FILTERS VEH 2418 WO 48558	\$16.55
		399512		FILTERS VEH 2417 WO 48564	\$16.55
		399513		FILTERS VEH 2362 WO 48548	\$19.36
		399590		PLUG VEH 3213 WO 48530	\$15.33
		399591		DRAIN VEH 3404 WO 48273	\$8.47
		399594		CONN VEH 7109 WO 48518	\$17.53
		399599		FILTERS VEH 5039 WO 48539	\$299.23
		399609		HEXBIT VEH 6570 WO 48529	\$11.35
		399612		FILTERS VEH 7136 WO 48540	\$101.87
		399677		BATT VEH 7148 WO 48551	\$113.88
		399700		BATT VEH 7148 WO 48573	\$110.40
		399764		BATT VEH 7148 WO CREDIT	(\$188.14)
		399785		FILTERS VEH 2258 WO 48576	\$10.59
		399798		FILTERS VEH 7152 WO 48573	\$217.68
		399800		FILTER VEH 7152 WO 48573	\$21.48
		399801		FILTERS VEH 1212 WO 48584	\$20.37
		399806		BLWR MTR VEH 2258 WO 48575	\$45.26
		399828		DOOR HANDL VEH 2272 WO 4858	\$17.09
		399830		OILPAN GSKT VEH 2258 WO 485	\$1.94
		399883		BATT VEH 2258 WO 48575	\$116.48
		399887		FLOOR DRY VEH 3740 WO SUPPL	\$109.86
		399889		DIFF PLUGS VEH 2258 WO 4857	\$4.88
		399892		LUBE VEH 4233 WO SUPPLY	\$4.33
		400072		BULBS VEH 2258 WO 48575	\$8.04
		400179		FILTERS VEH 2445 WO 48642	\$16.94
		400180		FILTERS VEH 2468 WO 48643	\$16.94
		400181		FILTERS VEH 2431 WO 48644	\$16.94
		400182		FILTERS VEH 2469 WO 48645	\$16.94
		400183		FILTERS VEH 1108 WO 48646	\$16.30
		400184		FILTERS VEH 1104 WO 48647	\$16.30
		400185		FILTERS VEH 1205 WO 48649	\$16.30
		400186		FILTERS VEH 1204 WO 48648	\$16.30
		400187		FILTERS VEH 1207 WO 48650	\$16.30
		400188		FILTERS VEH 1209 WO 48651	\$16.30



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		400189	252191	FILTERS VEH 2433 WO 48652	\$12.92
		400190		FILTERS VEH 2440 WO 48653	\$29.71
		400192		FILTERS VEH 2441 WO 48654	\$16.94
		400193		FILTERS VEH 2443 WO 48655	\$16.94
		400194		FILTERS VEH 2451 WO 48657	\$16.94
		400196		FILTERS VEH 1210 WO 48658	\$14.18
		400197		FILTERS VEH 1211 WO 48659	\$14.18
		400198		FILTERS VEH 2449 WO 48656	\$16.94
		400199		FILTERS VEH 2429 WO 48663	\$16.94
		400202		FILTERS VEH 2412 WO 48662	\$16.94
		400203		FILTERS VEH 2314 WO 48661	\$10.18
		400204		FILTERS VEH 1202 WO 48660	\$16.30
STONEWAY ELECTRIC SUPPLY	S102203655.001		252126	SHOP SUPPLY	\$27.18
TACOMA SCREW PRODUCTS INC	22193968		252129	REPAIR KIT VEH 7112 WO 48563	\$49.81
THERMO KING NORTHWEST, INC DBA	2397973		252132	SHAFT/FLUID VEH 7136 WO 48528	\$479.96
TIRE FACTORY INC	01-140328		252133	SVC CALL VEH 7131 WO 48525	\$669.52
	03-126123			ALIGNMENT VEH 2359 WO 48477	\$112.89
	03-126265			TIRES VEH 2394 WO 48555	\$826.28
	03-126266			TIRES VEH 2343 WO 48553	\$715.72
	03-126278			TIRES VEH 2359 WO 48556	\$411.51
TOM DENCHEL FORD	57273		252134	SEAT BELT VEH 3330 WO 48514	\$62.89
	57291			SHIELD VEH 2420 WO 48542	\$93.28
	57301			HANDLE VEH 3330 WO 48514	\$49.62
	57302			ELEMENT VEH 5045 WO 48537	\$21.68
	57303			ELEMENTS VEH 5046 WO 48538	\$21.68
	57304			ELEMENT VEH 5043 WO 48566	\$137.72
	57357			PULLEY VEH 5040 WO 48574	\$48.40
	57358			COVER VEH 1212 WO 48584	\$13.13
XEROX CORPORATION	091172970		252151	LX5-691298 BASE/PRINTS- OCT	\$180.83
EQUIPMENT MAINTENANCE TOTAL ****					\$44,207.11
EQUIPMENT MAINTENANCE FUND Total ***					\$44,207.11
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division: 215	EQUIPMENT REPLACEMENT				
BENTON COUNTY AUDITOR	6610 LICENSE		252154	TAX & LICENSE P058376 #6610	\$5,923.15
	6611 LICENSE			TAX & LICENSE P058377 #6611	\$16,299.91
EQUIPMENT REPLACEMENT TOTAL ****					\$22,223.06
EQUIPMENT REPLACEMENT FUND Total ***					\$22,223.06
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN077255	252011	ASBUILTS	\$27.70
		ARIN077256		ASBUILTS	\$38.82
		ARIN077526		ASBUILTS	\$158.55
		ARIN077527		ASBUILTS	\$35.83
		ARIN077607		ASBUILTS	\$20.90
AT&T WIRELESS		10/17 2872432888	252019	287243288881 09/27-10/26/17	\$62.87
				287243288881 09/27-10/26/17	\$93.24
BANK OF AMERICA		TXN00035418	252252	BENTON CO AUDITOR - PW recordi	\$255.19
		TXN00035431		BRUTZMANS OFFICE SOLUTION - te	\$66.27
		TXN00035455		BENTON CO AUDITOR - PW recordi	\$180.40
		TXN00035507		USA BLUE BOOK - dpd dispenser,	\$136.71
		TXN00035517		BENTON CO AUDITOR - PW recordi	\$178.35
		TXN00035611		STAPLES - post-it,flags,witeou	\$139.14
		TXN00035617		STAPLES - inkcart	\$194.38
		TXN00035796		CROWS NEST BAR & GRILL -Good R	\$23.55
		TXN00035854		STERLING'S RESTAURANT - PW Dir	\$19.63
		TXN00035899		BENTON CO AUDITOR - PW recordi	\$236.78
		TXN00035950		INSTITUTE OF TRANSPORTATI - Tr	\$806.40
				INSTITUTE OF TRANSPORTATI - De	\$302.00
CITY OF RICHLAND		10/2017 OCT	252293	CITY UTILITY BILLS/OCT 2017	\$745.68
		17-417 PETERS	252165	17-417 ROCKY MTN WEST MEETI	\$994.04
MELTON, MARK		110817	252181	REIMB MEETING EXPENSE	\$14.09
PENWELL, DAN		110917	252186	REIMB EXCISE TAX	\$10.00
PETERS, JEFF		17-417 PETERS	252187	17-417 ROCKY MTN WEST MEETI	\$17.04
WATER SOLUTIONS INC		17133	252147	3 WTR MACHINES -NOVEMBER 2017	\$76.01
XEROX CORPORATION		091172950	252151	LX5-690835 BASE/PRINTS- OCT	\$160.68
		091172951		LX5-692207 BASE/PRINTS-OCT	\$70.50
		091172952		MX4-343197 BASE/PRINTS-OCT	\$401.54
PW ADMIN & ENGINEERING TOTAL ****					\$5,466.29
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$5,466.29
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
CONOVER INSURANCE INC		1224408	252047	POLICY 10334078 12/2017-2018	\$542.00
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$542.00
WORKERS COMPENSATION FUND Total ***					\$542.00
FUND 520	HEALTH CARE/BENEFITS PLAN				



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 222 EMPLOYEE BENEFIT PROGRAM					
LIFE INSURANCE COMPANY OF NORTH AMERICA		11/2017-FLI051384	252180	FLI051384 PREMIUMS - NOVEMBER	\$10,256.17
		11/2017-LK030278		LK030278 PREMIUMS-NOVEMBER	\$11,119.99
		11/2017-OK807703		OK807703 PREMIUMS-NOVEMBER	\$3,129.98
		2017 ABL670575	252089	07/1/17-06/30/18 PREMIUM	\$2,700.00
ON SCENE MEDICAL SERVICES, P.C.		00389	252100	PRE-EMP PHYSICALS/VACCINES	\$315.00
THE CICOTTE LAW FIRM, PLLC		4446	252130	PLAN COMPLIANCE REVIEW	\$1,008.75
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$28,529.89
HEALTH CARE/BENEFITS PLAN Total ***					\$28,529.89
FUND 611 FIREMAN'S PENSION					
Division: 216 FIRE PENSION					
BEARDEMPHL, RON		0323-042717	252207	NON COVERED DENTAL	\$331.75
CANFIELD, HARRY R		0907-100217	252212	NON COVERED MEDICAL	\$489.99
COLUMBIA RIVER ENDODONTICS		102317RB	252217	NON COVERED DENTAL	\$648.00
DOWNS, DANNY		101917	252220	NON COVERED RX	\$95.96
ELIASON, CURTIS		110117	252223	NON COVERED MEDICAL	\$492.04
LAHTI, ROGER P		0913-101817	252227	NON COVERED MEDICAL	\$390.00
		092817		NON COVERED RX	\$57.48
MITCHELL, RAYMOND L		102017	252231	NON COVERED RX	\$60.23
MULROY, JAMES P		NOVEMBER 2017	252233	MEDICARE PREMIUM/MULROY	\$134.00
RX PHARMACY		100417EM	252234	NON COVERED RX	\$37.40
		1007-102317CE		NON COVERED RX	\$919.66
		101017rb		NON COVERED RX	\$773.35
		103017NJ		NON COVERED RX	\$5.00
SIEMENS, DONALD		103017	252235	NON COVERED RX	\$76.92
SNYDER, RONALD K DDS		092517CE	252236	NON COVERED DENTAL	\$14.00
UPTOWN VISION CENTER		092617MO-	252242	NON COVERED VISION	\$213.00
VISION SOURCE		091817HJ	252244	NON COVERED VISION	\$604.00
WEST RICHLAND FAMILY DENTAL CTR		092517CW	252245	NON COVERED DENTAL	\$55.60
FIRE PENSION TOTAL ****					\$5,398.38
FIREMAN'S PENSION Total ***					\$5,398.38
FUND 612 POLICEMEN'S PENSION					
Division: 217 POLICE PENSION					
ANDERS, PETER		NOVEMBER 2017	252204	MEDICARE PREMIUM/ANDERS	\$107.00
BADGLEY, KERI RANDALL		0810-091217	252205	NON COVERED VISION	\$175.00
BATES, LAURIE VERN JR		NOVEMBER 2017	252206	MEDICARE PREMIUM/BATES	\$108.00
BEDEN, LARRY			252208	MEDICARE PREMIUM/BEDEN	\$108.00
BOLSTAD, BARRY			252209	MEDICARE PREMIUM/BOLSTAD	\$134.00



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BRUNSON, DALE A		NOVEMBER 2017	252210	MEDICARE PREMIUM/BRUNSON	\$106.00
BUSH, LEE		0102-010317	252211	NON COVERED MEDICAL	\$180.72
		0758668204		NON COVERED MEDICAL	\$6,628.00
		0758767606		NON COVERED MEDICAL	\$6,628.00
		081117		NON COVERED RX	\$458.61
		091117		NON COVERED RX	\$433.97
		101117		NON COVERED RX	\$433.97
		NOVEMBER 2017		MEDICARE PREMIUM/BUSH	\$106.00
CASE, MIKE		101517	252213	NON COVERED RX	\$33.86
CLEAVENGER, MICHAEL		NOVEMBER 2017	252214	MEDICARE PREMIUM/CLEAVENGER	\$134.00
CLEAVENGER, WILL J			252215	MEDICARE PREMIUM/CLEAVENGER	\$107.00
CLEMENTS, JOHN M			252216	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY			252218	MEDICARE PREMIUM/COUCH	\$108.00
DEMYER, JAMES J		073017	252219	NON COVERED RX	\$14.69
		082117		NON COVERED RX	\$22.39
		082417		NON COVERED RX	\$21.39
		082517		NON COVERED RX	\$4.39
		100917JD		NON COVERED DENTAL	\$253.00
		1010-101617		NON COVERED RX	\$30.48
		NOVEMBER 2017		MEDICARE PREMIUM/DEMYER	\$112.00
DRIVER, DOUGLAS D			252221	MEDICARE PREMIUM/DRIVER	\$125.00
DUCHEMIN, ROGER			252222	MEDICARE PREMIUM/DUCHEMIN	\$107.00
GANLEY, JOHN M			252224	MEDICARE PREMIUM/GANLEY	\$107.00
HIGGINS, FRED C			252225	MEDICARE PREMIUM/HIGGINS	\$106.00
IMPLANT & PERIODONTAL ASSOC. NW		100417JC	252226	NON COVERED DENTAL	\$170.00
LARSON, SCOTT K		NOVEMBER 2017	252228	MEDICARE PREMIUM/LARSON	\$125.00
LEWIS, DAVID L			252229	MEDICARE PREMIUM/LEWIS	\$105.80
MATHESON, HAN & GIESA PLLC		100517VB	252230	NON COVERED DENTAL	\$51.41
MOORE, ROBERT		NOVEMBER 2017	252232	MEDICARE PREMIUM/MOORE	\$106.00
SNYDER, RONALD K DDS		092617JD	252236	NON COVERED DENTAL	\$118.00
		100617JD		NON COVERED DENTAL	\$203.00
SPARKS, DAVID W		NOVEMBER 2017	252237	MEDICARE PREMIUM/SPARKS	\$107.00
TANNER, WILLIAM		NOV 17-JAN 18	252238	MEDICARE PREMIUM/TANNER	\$402.00
TAYLOR, RANDAL L		NOVEMBER 2017	252239	MEDICARE PREMIUM/TAYLOR	\$134.00
THOMAS, GERALD D			252240	MEDICARE PREMIUM/THOMAS	\$107.00
TURNER, ROY			252241	MEDICARE PREMIUM/TURNER	\$108.00
VALLEY VISION CLINIC		042017RT	252243	NON COVERED VISION	\$50.00
WILMOTH, ROD		102417	252246	NON COVERED MEDICAL	\$143.38
		NOVEMBER 2017		MEDICARE PREMIUM/WILMOTH	\$108.00
ZIMMERMAN, GERALD			252247	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$19,141.86



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POLICEMEN'S PENSION Total ***					\$19,141.86
FUND 632	UPTOWN BUSINESS IMP DISTRICT				
Division:	000				
UPTOWN BUSINESS IMPROVEMENT DISTRICT		UBID Q3 2017	252141	UBID Q3 2017 PAYMENT	\$2,469.40
UNASSIGNED TOTAL ****					\$2,469.40
UPTOWN BUSINESS IMP DISTRICT Total ***					\$2,469.40
FUND 633	DOWNTOWN BUSINESS IMP DISTRICT				
Division:	000				
RICHLAND DOWNTOWN BUSINESS IMPROVEMNT		DBID Q3 2017	252116	DBID Q3 2017 PAYMENT	\$2,274.55
UNASSIGNED TOTAL ****					\$2,274.55
DOWNTOWN BUSINESS IMP DISTRICT Total ***					\$2,274.55
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
BANK OF AMERICA		TXN00035433	252252	WWW.NEWEGG.COM/35FT CABLES FOR	\$112.00
		TXN00035602		WWW.NEWEGG.COM/HDMI ADAPTER CA	\$37.14
		TXN00035606		WWW.NEWEGG.COM/CONVERTER ADAPT	\$89.97
		TXN00035615		WWW.NEWEGG.COM/MOUSE FOR SECOM	\$20.05
		TXN00035623		WWW.NEWEGG.COM/MOUSE FOR SECOM	\$14.93
		TXN00035640		WWW.NEWEGG.COM/MOUSE FOR SECOM	\$19.36
		TXN00035787		BATTERIES PLUS #25/BATTERY FOR	\$260.64
		TXN00035846		DRI PLANTRONICS/WIRELESS BASE	\$1,307.11
		TXN00035924		WALMART.COM/HEATERS FOR DISPAT	\$108.07
				WALMART.COM/HEATERS FOR DISPAT	\$43.27
CITY OF RICHLAND		4541837	252036	BCES UTILITY SRVC 10/02-11/01	\$1,963.05
CORPORATE TRANSLATION SERVICES INC		115281	252050	TRANSLATION SRVCS-OCT 2017	\$149.93
FRONTIER		11/17 5096281472	252301	GENERAL FOR 11/04-12/03/2017	\$73.73
		11/17 5096282600		LONG DISTANCE 11/10-12/09/17	\$997.19
LANGUAGE LINE SERVICES LLC		4186467	252309	NONEMERGENCY TRANSLATION-OCT	\$30.11
MOON, TAE-IM PHD		103017	252097	PSYCH EVALUATION- KING	\$400.00
ON SCENE MEDICAL SERVICES, P.C.		00389	252100	PRE-EMP PHYSICALS/VACCINES	\$110.00
PHOENIX MAPS		0004495	252107	TRI-CITIES MAP BOOKS	\$161.76
WATER SOLUTIONS INC		17165	252147	WATER FILTRATION 11/7-12/6/17	\$33.67
XEROX CORPORATION		091172945	252151	MX4-322159 BASE/PRINTS-OCT	\$89.68
SECOMM OPERATIONS GENERAL TOTAL ****					\$6,021.66
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00035522	252252	STAPLES/STORAGE BOXES AND CD-R	\$32.35
		TXN00035713		STAPLES/KITCHEN TOWELS	\$15.84



City Of Richland

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From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00035773	252252	CHEVRON 0308055/FUEL FOR TRIP	\$41.85
		TXN00035820		NORTHERN QUEST/LETTRICK SECO F	\$339.24
		TXN00035849		HOTEL MURANO/HOTEL FOR TRIP 17	\$290.62
		TXN00035856		NORTHERN QUEST/DUNCAN SECO FAL	\$339.24
		TXN00035866		SHELL OIL 57442295200/FUEL FOR	\$37.67
CITY OF RICHLAND		17-430 DUNCAN	252165	17-430 SECO FALL FORUM	\$186.00
		17-431 LETTRICK		17-431 SECO FALL FORUM	\$211.05
CORPORATE TRANSLATION SERVICES INC		115206	252050	TRANSLATION SRVCS-OCT 2017	\$438.75
LANGUAGE LINE SERVICES LLC		4192768	252087	NONEMERGENCY TRANSLATION-OCT	\$11.07
MOON, TAE-IM PHD		103017	252097	PSYCH EVALUATION- KING	\$400.00
ON SCENE MEDICAL SERVICES, P.C.		00389	252100	PRE-EMP PHYSICALS/VACCINES	\$110.00
E911 OPERATIONS TOTAL ****					\$2,453.68
Division:	602	SECOMM AGENCY			
RIGHT SYSTEMS INC	P058443	SI-154615	252118	PART NO: SFP-10G-SR-AO	\$979.94
	P058443			PART NO: SFP-H10GB-CU3M-AO	\$155.93
SECOMM AGENCY TOTAL ****					\$1,135.87
SOUTHEAST COMMUNICATIONS CTR Total ***					\$9,611.21
FUND 643		EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
CITY OF RICHLAND		17-412 DAVIS	252165	17-412 REG INTERAGENCY PRES	\$211.80
		4541837	252036	BCES UTILITY SRVC 10/02-11/01	\$327.18
DAVIS, DEANNA		17-412 DAVIS	252170	17-412 REG INTERAGENCY PRES	\$42.00
FRONTIER		11/17 5096282600	252301	LONG DISTANCE 11/10-12/09/17	\$249.29
XEROX CORPORATION		091172945	252151	MX4-322159 BASE/PRINTS-OCT	\$52.31
STATE / LOCAL ASSISTANCE TOTAL ****					\$882.58
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
BANK OF AMERICA		TXN00035747	252252	OFFICE DEPOT #2766/HARD STOCK	\$37.12
CITY OF RICHLAND		4541837	252036	BCES UTILITY SRVC 10/02-11/01	\$327.18
FRONTIER		11/17 5096282600	252301	LONG DISTANCE 11/10-12/09/17	\$249.30
WATER SOLUTIONS INC		17165	252147	WATER FILTRATION 11/7-12/6/17	\$11.22
XEROX CORPORATION		091172945	252151	MX4-322159 BASE/PRINTS-OCT	\$52.31
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$677.13
Division:	622	DOE EMERGENCY PREPAREDNESS			
CITY OF RICHLAND		4541837	252036	BCES UTILITY SRVC 10/02-11/01	\$327.17
FRONTIER		11/17 5096282600	252301	LONG DISTANCE 11/10-12/09/17	\$249.29
WATER SOLUTIONS INC		17165	252147	WATER FILTRATION 11/7-12/6/17	\$11.22
XEROX CORPORATION		091172945	252151	MX4-322159 BASE/PRINTS-OCT	\$52.31
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$639.99



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 623 JURISDICTION					
CITY OF RICHLAND		17-381 BLACKMARR	252165	17-382 G318 MITIGATION WOR	\$411.60
		4541837	252036	BCES UTILITY SRVC 10/02-11/01	\$327.17
FRONTIER		11/17 5096282600	252301	LONG DISTANCE 11/10-12/09/17	\$249.30
WATER SOLUTIONS INC		17165	252147	WATER FILTRATION 11/7-12/6/17	\$11.22
XEROX CORPORATION		091172945	252151	MX4-322159 BASE/PRINTS-OCT	\$52.31
JURISDICTION TOTAL ****					\$1,051.60
EMERGENCY MANAGEMENT Total ***					\$3,251.30
FUND 803 UTILITY BILL CLEARING FUND					
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14574	252168	CUSTOMER REFUND	\$132.81
				Customer Refund	\$36.35
		CISPAY14575	252190	Customer Refund	\$194.00
		CISPAY14576	252184	Customer Refund	\$9.42
		CISPAY14577	252197	Customer Refund	\$39.29
		CISPAY14578	252203	Customer Refund	\$4,109.33
		CISPAY14579	252174	Customer Refund	\$30.18
		CISPAY14580	252167	Customer Refund	\$93.01
		CISPAY14581	252175	Customer Refund	\$188.88
		CISPAY14582	252169	Customer Refund	\$233.06
		CISPAY14583	252159	Customer Refund	\$20.00
		CISPAY14584	252201	Customer Refund	\$144.18
		CISPAY14585	252176	Customer Refund	\$56.69
		CISPAY14586	252200	Customer Refund	\$143.86
		CISPAY14587	252171	Customer Refund	\$0.70
		CISPAY14588	252172	Customer Refund	\$170.54
		CISPAY14589	252161	Customer Refund	\$35.50
		CISPAY14590	252177	Customer Refund	\$53.36
		CISPAY14591	252156	Customer Refund	\$16.86
		CISPAY14592	252199	Customer Refund	\$36.74
		CISPAY14593	252306	Customer Refund	\$12.02
		CISPAY14594	252325	Customer Refund	\$58.59
		CISPAY14595	252250	Customer Refund	\$79.50
		CISPAY14596	252319	Customer Refund	\$37.99
		CISPAY14597	252313	Customer Refund	\$73.29
		CISPAY14598	252296	Customer Refund	\$88.09
		CISPAY14599	252303	Customer Refund	\$13.54
		CISPAY14600	252298	Customer Refund	\$44.22
		CISPAY14601	252300	Customer Refund	\$155.79



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14602	252302	Customer Refund	\$13.00
		CISPAY14603	252312	Customer Refund	\$94.10
		CISPAY14604	252316	Customer Refund	\$87.70
		CISPAY14605	252322	Customer Refund	\$50.00
		CISPAY14606	252248	Customer Refund	\$14.26
		CISPAY14607	252334	Customer Refund	\$0.11
		CISPAY14608	252311	Customer Refund	\$4.61
		CISPAY14609	252314	Customer Refund	\$105.15
		CISPAY14610	252308	Customer Refund	\$96.56
		CISPAY14611	252249	Customer Refund	\$14.45
		CISPAY14612	252307	Customer Refund	\$104.78
UNASSIGNED TOTAL ****					\$6,892.51
UTILITY BILL CLEARING FUND Total ***					\$6,892.51



City Of Richland

VL-1 Voucher Listing

From: 11/13/2017 To: 11/24/2017

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

\$1,700,532.38

Number of Invoices

Amount

Vouchers In Richland	174	\$50,149.64
Vouchers In Tri Cities	112	\$78,740.05
Vouchers In WA	102	\$345,832.46
Vouchers Outside WA	1077	\$1,225,810.23
Vouchers Final Total.....	1465	\$1,700,532.38

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$733.00	0.04%
2	BENEFITS	\$54,368.52	3.2%
3	SUPPLIES	\$891,362.34	52.42%
4	OTHER SERVICES & CHARGES	\$476,948.70	28.05%
6	CAPITAL PROJECTS	\$191,467.59	11.26%
	MACHINERY & EQUIPMENT	\$23,805.48	1.4%
	REFUNDS	\$6,892.51	0.41%
9	INTERFUND SERVICES	\$1,345.57	0.08%
	INVENTORY PURCHASES	\$53,608.67	3.15%
	Total	\$1,700,532.38	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

Agenda Category: Items of Business

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 223-17, Authorizing a Purchase and Sale Agreement with Chill Build WA, LLC for 9 Acres in the Horn Rapids Industrial Park

Department:

Community & Development Services

Ordinance/Resolution Number:

223-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 223-17, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Chill Build WA, LLC for nine (9) acres in the Horn Rapids Industrial Park.

Summary:

Chill Build WA, LLC is proposing to purchase a 9-acre property in the Horn Rapids Industrial Park east and adjacent to its freezer facility. The purpose of the purchase is to accommodate expansion of Chill Build WA, LLC's existing freezer facility.

The purchase price is \$32,500 per acre for the 9-acre property, amounting to estimated gross proceeds of \$292,500.

The City will retain a repurchase right if Chill Build has not submitted an application for approval of building plans to the City within twelve (12) months of closing, and if it does not begin construction of the construction office and warehouse facility within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee at its November 27, 2017 meeting. The EDC recommended approval. Staff also recommend approval of Resolution No. 223-17.

Fiscal Impact:

The Purchaser will pay \$292,500 for the 9-acre property in the Horn Rapids Industrial Park. Net proceeds after closing will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 223-17
2. Chill Build - PSA
3. Site Map

RESOLUTION NO. 223-17

A RESOLUTION of the City of Richland approving a Purchase and Sale Agreement by and between the City of Richland and Chill Build WA, LLC.

WHEREAS, the City of Richland is the owner of nine (9) acres of City-owned surplus property in the Horn Rapids Industrial Park; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale at \$32,500 per acre, for a total price of \$292,500; and

WHEREAS, Chill Build WA, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its November 27, 2017 meeting, the Economic Development Committee (EDC) favorably recommended the sale of nine (9) acres of City-owned surplus property in the Horn Rapids Industrial Park to Chill Build WA, LLC for the total sale price of \$292,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement with Chill Build WA, LLC for the sale of nine (9) acres of City-owned property in the Horn Rapids Industrial Park for a total sale price of \$292,500.

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 5th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of _____, 2017 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Seller"), and **CHILL BUILD WA, LLC**, a foreign limited liability company formed in Delaware ("Purchaser").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the following described property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, as legally described as follows and as depicted in **Exhibit A**:

A PORTION OF THE WEST HALF OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, SITUATED IN BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL A, AS DEPICTED IN RECORD OF SURVEY, RECORDED IN VOLUME 1 OF SURVEY'S PAGE 4489, UNDER AUDITOR'S FILE NUMBER 2014-010085, RECORDS OF BENTON COUNTY WASHINGTON; SAID POINT BEARS NORTH 89°28'49" EAST, A DISTANCE OF 1395.74 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE THEREOF NORTH 00°36'30" WEST FOR A DISTANCE OF 242.13 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EAST LINE THEREOF THE FOLLOWING COURSES; THENCE NORTH 00°36'30" WEST FOR A DISTANCE OF 242.13 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°02'47" HAVING A RADIUS OF 1530.06 FEET, AN ARC LENGTH OF 775.67 FEET, A CHORD BEARING NORTH 34°04'49" EAST AND A CHORD DISTANCE OF 767.39 FEET; THENCE NORTH 80°19'23 EAST FOR A DISTANCE OF 144.56 FEET; THENCE LEAVING SAID EAST LINE SOUTH 00°33'21" EAST FOR A DISTANCE OF 803.93 FEET; THENCE SOUTH 16°58'19" WEST FOR A DISTANCE OF 97.73 FEET TO A POINT ON THE NORTH LINE OF AN EASEMENT AS DESCRIBED IN CONVEYANCE DOCUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 2014-011994, RECORDS OF SAID COUNTY AND STATE; THENCE ALONG THE NORTH LINE THEREOF SOUTH 89°30'56" WEST FOR A DISTANCE OF 549.24 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS ~9 ACRES

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

1.3. Laws and Rights. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of

record or which are open and obvious on the ground.

1.4. Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

2. Purchase Price. The purchase price for the Property shall be **Thirty-Two Thousand Five Hundred Dollars (\$32,500) per acre**. The total purchase price will be calculated based on the final acreage mutually agreed upon by Seller and Purchaser, as described in the final survey and legal description attached to this Agreement.

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with Chicago Title Company ("Title Company") a certified or cashier's check in the amount of **Forty Thousand Dollars (\$40,000)** within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser determines to terminate this Agreement during the due diligence period provided in Section 3.3. However, should Purchaser default or terminate this Agreement at any time after the due diligence period has expired, the balance of the earnest money shall be forfeited to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. Executed Contract. The "Executed Contract" date is the date upon which both parties have signed this Purchase and Sale Agreement. If the Purchase and Sale Agreement is signed on different days, the "Executed Contract" date is the date of signing by the last signing party. Both Purchaser and Seller must sign this Purchase and Sale Agreement within fifteen (15) business days of approval from the Richland City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Preliminary Title Report. Within five (5) business days after the Execution Date, Purchaser, at its sole cost and expense, shall order from Chicago Title Company a preliminary title report on the Property, and copies of all documents referred to therein, and upon receipt, furnish same to Seller.

3.3. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2.

Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. If Purchaser has terminated this Agreement and items specified in 6.1.3 have been completed, the costs incurred for these services shall be deducted from the Earnest Money Deposit, and the balance paid to Purchaser within five (5) business days of termination.

3.4. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and be without further obligation of either party to the other.

4. Closing. On or before the date of Closing, Purchaser shall deliver to Chicago Title Company the Purchase Price for the Property in the form of a certified or cashier's check. Seller shall deliver the Deed, as approved by Purchaser, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property as described in Section 1.1 in Purchaser, Title Company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard owner's policy of title insurance.

4.1. Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one-half of all transfer taxes, recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance. Purchaser shall pay one-half of all transfer taxes, recording costs and escrow closing costs. Additionally, Purchaser shall pay any additional costs associated with extended title insurance coverage or endorsements to the policy, if Purchaser elects such.

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Chicago Title Company, and shall occur on a date specified by Chicago Title Company with written notice to Seller and Purchaser. Unless extended in writing by the parties, closing shall occur no later than sixty (60) business days after the last day of the Due Diligence period. If, due to fault of the Purchaser, this transaction fails to close within sixty (60) business days as provided herein, the Earnest Money shall be forfeited to Seller and this Agreement shall terminate. If, due to fault of the Seller, this transaction fails to close within sixty (60) business days as provided herein, the Earnest Money shall be returned to the Purchaser and the remedies available under Section 8 shall apply. For good cause, the parties may choose by written agreement to extend the closing date beyond 60 business days.

5. Title. Upon Closing of escrow as set forth in Section 4, fee title to the Property shall be conveyed by Seller to Purchaser by a duly executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

6.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

6.1.1. From the date of this Agreement through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without Purchaser's prior written consent.

6.1.2. During the Contract Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchaser's prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the Preliminary Title Report.

6.1.4. During the Contract Period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other.

6.2.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Purchase and Sale Agreement and such other documents will have been, or will be, taken.

6.2.2. Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.2.3. Seller has not received any written notice of pending or

threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

6.2.4. Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

6.2.5. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

6.2.6. Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

6.2.7. Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

6.3. Purchaser's Representations: Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing.

6.3.1. Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase and Sale Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

6.3.2. Purchaser represents that it has sufficient funds to close the transaction.

6.3.3. Purchaser further represents that the property will be developed to accommodate the expansion of the existing freezer facility. Deviation from this intended use must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 10.13. This agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of property for said use. Purchaser is hereby put on notice that pole buildings are prohibited in the Horn Rapids Industrial Park and Business Center.

6.3.4. PURCHASER AGREES THAT POLE BUILDINGS ARE NOT ALLOWED IN THE HORN RAPIDS INDUSTRIAL PARK AND BUSINESS CENTER, AND WILL NOT BE CONSTRUCTED ON SAID PROPERTY.

6.4. Survival of Covenants. The Covenants, Representations, and Warranties contained in Section 6 of this Agreement shall survive the delivery and

recording of the Deed from Seller to Purchaser.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 7.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 7.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. Purchaser's Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

9. Liquidated Damages. IN THE EVENT OF MATERIAL DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER AND KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

10. Miscellaneous.

10.1. Finder's Fee. Purchaser and Seller each agree that a real estate

finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

10.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Chill Build WA II, LLC
Attn: Gary Edwards
6831 E. 32nd Street, STE. 300
Indianapolis, Indiana 43226
Phone: (317) 860-2940

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

10.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

10.5. 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.

10.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

10.7. Binding Effect. Regardless of which party prepared or communicated

this Purchase and Sale Agreement, this Purchase and Sale Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

10.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase and Sale Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

10.9. Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

10.10. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

10.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, 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, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

10.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser to accommodate the expansion of the existing freezer facility, subject to the following:

10.13.1. If Purchaser fails to submit an application to Seller for approval of building plans within twelve (12) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase of the property.

10.13.2. If Purchaser does not initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase of the property.

10.13.3. Seller shall reclaim the Property by refunding, without interest, the original Purchase Price as provided in Section 2 of this Agreement.

10.13.4. If Seller's right to reclaim is triggered pursuant to this Section 10, Purchaser and Seller shall each pay for one half of the closing costs related to the repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey Title to Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of the Property.

10.13.5. This right to reclaim is exclusive to Seller and shall be exercised at Seller's sole discretion. This right to reclaim survives sixty months (60) months after closing or until such time as building commences, whichever is earlier.

10.13.6. Seller shall be under no obligation to exercise this right to reclaim. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month reclamation period, which shall be given in Seller's sole discretion. This reclamation clause shall survive the delivery of the Deed.

10.14. Scrivener: The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed contract with counsel before signing this Agreement.

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown next to its signature, and Seller has accepted on the date shown next to its signature.

[Signature page to follow]

CITY OF RICHLAND – SELLER

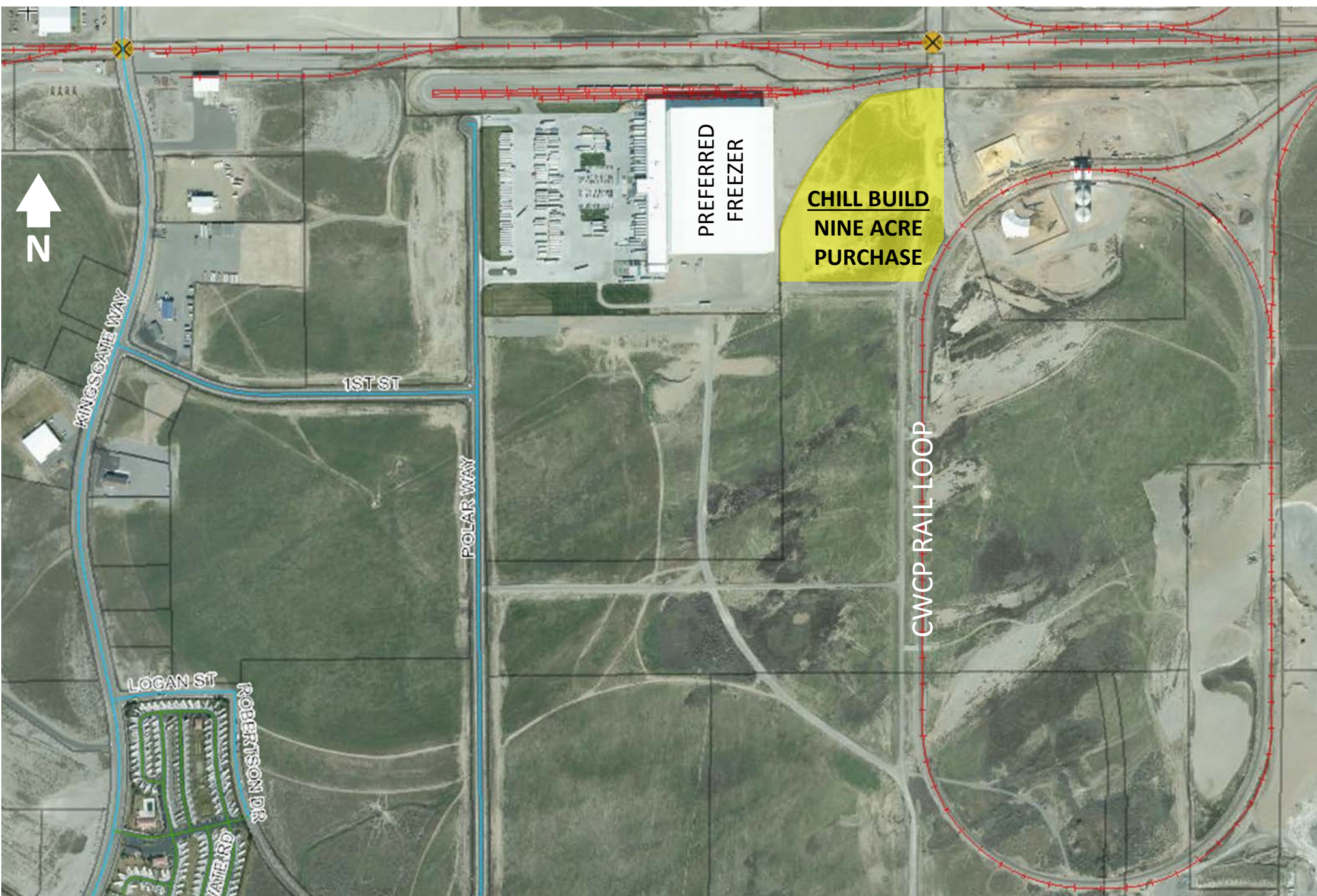
By: Cynthia D. Reents, ICMA-CA
Its: City Manager

CHILL BUILD, WA., LLC – PURCHASER

By: _____
Its: _____

APPROVED AS TO FORM:

By: Heather Kintzley
Its: City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/05/2017

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: 12/05/2017

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: 12/05/2017

Agenda Category: Reports and Comments

Key Element:

Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: