



Agenda
City Council Regular Meeting
Tuesday, December 4, 2018
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting Workshop - 6:00 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Executive Session per RCW 42.30.110(1)(g) Performance Review of Public Employee (60 minutes)
 - City Councilmembers
2. Executive Session Per RCW 42.30.110(1)(ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)
 - Heather Kintzley, City Attorney
3. Net Metering (10 minutes)
 - Clint Whitney, Energy Services Director
4. Discuss Meeting Agenda Items (10 minutes)
 - City Councilmembers

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:

5. Legalize Richland Initiative Petition (10 minutes)
 - Heather Kintzley, City Attorney
6. Proclamation of Appreciation to Amanda Wallner for Service on the Planning Commission (5 minutes)
 - Robert Thompson, Mayor
7. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director

Public Hearing: (Please Limit Public Hearing Comments to 3 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

8. 2019 Community Development Block Grant (CDBG) and HOME Funding Recommendations - Resolution Nos. 170-18 & 171-18
 - Kerwin Jensen, Community Development Director

Public Comments: (Please Limit Public Comments to 2 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

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

Minutes:

9. Approve the City Council Meeting Minutes for November 20, 2018
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

10. Ordinance No. 63-18, Amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers
 - Pete Rogalsky, Public Works Director
11. Ordinance No. 67-18, Approving the 2022 Council Compensation Plan
 - Cathleen Koch, Administrative Services Director
12. Ordinance No. 68-18, Amending Chapter 2.12 of the Richland Municipal Code related to the Library Board
 - Heather Kintzley, City Attorney
13. Ordinance No. 69-18, Amending Chapter 2.17 of the Richland Municipal Code related to the Arts Commission
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

14. Ordinance No. 64-18, Amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax
 - Cathleen Koch, Administrative Services Director
15. Ordinance No. 65-18, Ordering Dedication of the Falconcrest Loop Right-of-Way
 - Pete Rogalsky, Public Works Director
16. Ordinance No. 66-18, Approving Amendments to the 2018 Budget
 - Cathleen Koch, Administrative Services Director

Resolutions – Adoption:

17. Resolution No. 110-18, Authorizing a Power Purchase Agreement with Potelco, Inc. for Horn Rapids Solar, Storage and Training Project Site
 - Clint Whitney, Energy Services Director
18. Resolution No. 148-18, Authorizing a Street Latecomer Agreement with Richland 132, LLC for segments of Bellerive Drive and Center Parkway
 - Pete Rogalsky, Public Works Director
19. Resolution No. 166-18, Authorizing Submission of a Grant Application to the Washington State Recreation and Conservation Office
 - Joe Schiessl, Parks and Public Facilities Director
20. Resolution No. 167-18, Approving an Application for Funding from the Business License Reserve Fund to Construct ADA-Compliant Traffic Signal Improvements
 - Kerwin Jensen, Community Development Director

21. Resolution No. 168-18, Approving a Purchase and Sale Agreement with JJA Properties, LLC
 - Kerwin Jensen, Community Development Director
22. Resolution No. 169-18, Authorizing the Purchase of 1.75 Acres from Del Rey Development Company, Inc. for a Future Fire Station
 - Kerwin Jensen, Community Development Director
23. Resolution No. 170-18, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships Program for 2019
 - Kerwin Jensen, Community Development Director
24. Resolution No. 171-18, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for Community Development Block Grant (CDBG) Funds for 2019
 - Kerwin Jensen, Community Development Director
25. Resolution No. 172-18, Authorizing an Agreement with Energy Incentives for Residential Energy Efficiency Program Support
 - Clint Whitney, Energy Services Director

Items for Approval:

26. Appointment to the Planning Commission: Phillip Keuhlen
 - Heather Kintzley, City Attorney

Expenditures - Approval:

27. Expenditures from November 12, 2018 - November 23, 2018 for \$7,142,498.90 including Check Nos. 262428-262737, Wire Nos. 7208-7225, Payroll Check Nos. 140908-141443, and Payroll Wire/ACH Nos. 10733-10747
 - Cathleen Koch, Administrative Services Director

Items of Business:

28. Resolution No. 173-18, Authorizing an Agreement with McKay & Sposito for the Wayfinding Signage Capital Improvement Project
 - Joe Schiessl, Parks and Public Facilities Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Agenda Item

Subject:

Executive Session per RCW 42.30.110(1)(g) Performance Review of Public Employee (60 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Agenda Item

Subject:

Executive Session Per RCW 42.30.110(1)(ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Agenda Item

Subject:

Net Metering (10 minutes)

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Presentations

Subject:

Legalize Richland Initiative Petition (10 minutes)

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

The City Attorney will discuss the status of the Legalize Richland Initiative Petition.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Presentations

Subject:

Proclamation of Appreciation to Amanda Wallner for Service on the Planning Commission (5 minutes)

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

- I. Proclamation of Appreciation - Amanda Wallner



WHEREAS, Ms. Amanda Wallner was first appointed to the Planning Commission on August 7, 2012, and served over six (6) years until September 12, 2018; and

WHEREAS, Ms. Wallner faithfully dedicated her time, knowledge, and talents for the benefit of the citizens of Richland; and

WHEREAS, Ms. Wallner served as the Commission Vice Chair in 2016, and as the Commission Chair from March of 2017 until her resignation in 2018; and

WHEREAS, Ms. Wallner faithfully assisted with zoning and site plan approvals for key areas, including commercial and residential neighborhoods in the Badger Mountain South planned community, the Wine Science Center at Washington State University, and The REACH Museum; and

WHEREAS, Ms. Wallner also assisted with multiple municipal code updates affecting land use and development in the City of Richland, as well as adoption of the City's 10-year update to its Comprehensive Land Use Plan; and

WHEREAS, Ms. Wallner's contributions to the growth of an economically diverse community have left a lasting mark on the community.

NOW, THEREFORE, I, Robert J. Thompson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby express publicly and formally to Amanda Wallner the City's appreciation for the services Ms. Wallner rendered during her tenure as a member of the Planning Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 4th day of December, 2018.

Robert J. Thompson
Mayor of Richland



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Presentations

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: 12/04/2018

Agenda Category: Public Hearing

Subject:

2019 Community Development Block Grant (CDBG) and HOME Funding Recommendations - Resolution Nos. 170-18 & 171-18

Department:

Community Development Services

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

Public hearing only; no action required.

Summary:

The 2019 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 2019 funding from the US Department of Housing and Urban Development (HUD) and 2019 anticipated program income from repaid housing loans via the HOME Investment Partnerships and Community Development Block Grant (CDBG) programs.

The attached staff reports provide additional detail.

Resolution Numbers 170-18 & 171-18 are included for consideration later on this agenda.

Fiscal Impact:

Attachments:

I. CDBG - HOME - CC 12-4-18

2019 CDBG & HOME FUNDING



PROPOSED USES

CDBG Program

- \$ 28,857 — Elijah Family Homes
- \$ 6,400 — Elijah Family Homes
- \$ 8,800 — Senior Life Resources
- \$ 11,700 — Arc of the Tri Cities
- \$207,360 — COR Public Works
- \$ 75,000 — COR Parks
- \$ 75,800 — Program Administration

HOME Program

- \$ 69,829 — HOME Program Admin
- \$ 280,569 — CHDO Program
- \$ 1.8M — Affordable Housing Programs

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 review & comment period | November |
| ✓ Council Consideration and Approval | December |



CITY OF RICHLAND
WASHINGTON





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approve the City Council Meeting Minutes for November 20, 2018

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the City Council meeting minutes from November 20, 2018.

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. November 20, 2018 Council Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, November 20, 2018

Draft

Pre-Meeting Workshop:

Mayor Thompson called the pre-meeting workshop 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 Alvarez, Anderson, Kent, Lemley and Lukson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Human Resources Director Jubb, Finance Director Allen and Deputy City Clerk Barham.

Discussion of Meeting Agenda Items:

1. Tourism Funding (15 minutes)

Mr. Amundson briefed Council on the current status of the tourism funding and how the funds are collected and disbursed. He noted that the Lodging Tax Advisory Committee recently reviewed the applications and listened to the applicants' presentations for the 2019 distribution of funds. Lastly, he stated that recommendations for funding eligible programs and projects will be forthcoming for Council's review and approval.

Other items discussed during the Pre-Meeting Workshop included an update from City Attorney Kintzley regarding the recent petition received to legalize the retail sales of marijuana within the City of Richland; and City Manager Reents discussed a draft letter from TRIDEC in support of partial public access to Rattlesnake Mountain.

2. Discuss Meeting Agenda Items (15 minutes)

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

Regular Meeting:

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

Welcome and Roll Call:

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

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

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

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO EXCUSE MAYOR THOMPSON. THE MOTION CARRIED 6-0.

Pledge of Allegiance:

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

Approval of Agenda:

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.

Presentations:

3. Proclamations of Appreciation to David "Duke" Mitchell and Sriram Somasundaram for Service on the Library Board (8 minutes)

Councilmember Lukson read and presented each proclamation of appreciation to Mr. Mitchell and Mr. Somasundaram separately. Both Mr. Mitchell and Mr. Somasundaram accepted their proclamations and expressed thanks for the opportunity to serve on the Library Board of Trustees.

4. CityView Video: Winter Wonderland and HAPO Festival of Lights Preview

Mr. Schiessl introduced the video noting that each year the Festival of Lights is bigger and better than the preceding year and this year's festival will kick off on Friday, November 30, 2018.

Public Hearing:

Deputy City Clerk Barham read the public hearing and public comments procedures.

5. Proposed Amendments to the 2018 Budget, Ordinance No. 66-18

Finance Director Allen explained proposed amendments to the 2018 Budget.

Mayor Pro Tem Christensen opened the public hearing at 7:49 p.m. and closed the hearing at 7:49:30 p.m. as there were no comments.

6. Proposed Relinquishment of a Portion of a 27' Access and Utility Easement at Falconcrest Loop, Resolution No. 160-18

Mr. Rogalsky explained that both this public hearing item and the next item, the proposed relinquishment of a portion of a 10' utility easement at Falconcrest, are required by state law to allow public testimony on the proposed actions. He stated that the access and utility easements are no longer necessary as a new right-of-way location will serve the City's needs for the placement and access of its utilities.

Mayor Pro Tem Christensen opened the public hearing at 7:52 p.m. and closed the hearing at 7:52:30 p.m. as there were no comments.

7. Proposed Relinquishment of a Portion of a 10' Utility Easement at Falconcrest Loop, Resolution No. 161-18

Mayor Pro Tem Christensen opened the public hearing at 7:53 p.m. and closed the hearing at 7:53:30 p.m. as there were no comments.

8. Proposed 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File, Resolution No. 162-18

Ms. Jubb explained the public hearing for this and the next item, the proposed 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs, provides an opportunity for the public to comment on the proposed agreements. She then provided an overview to Council of the two proposed collective bargaining agreements for the IAFFU Rank and File and Battalion Chiefs.

Mayor Pro Tem Christensen opened the public hearing at 7:56 p.m. and closed the hearing at 7:56:30 p.m. as there were no comments.

9. Proposed 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs, Resolution No. 163-18

Mayor Pro Tem Christensen opened the public hearing at 7:57 p.m. and closed the hearing at 7:57:30 p.m. as there were no comments.

Public Comments:

Alice Orrell, 2527 Albemarle Court, Richland, WA, expressed concern about the recent pedestrian accidents at crosswalks and asked that Council take action on updating all of the City's crosswalks to include safety improvements, especially the highly trafficked crosswalks.

Phyllis Baxter, 123 Sherman Street, Richland, WA, also expressed concern regarding the City's crosswalks. She concurred with Ms. Orrell's comments and asked that the Council take action on crosswalks, especially near schools.

Randy Slovic, 74 Newcomer Street, Richland, WA, stated that she previously came before Council, in May 2017, expressing concern about crosswalks within Richland. She distributed two photos (of crosswalks) and urged Council to fix the crosswalks.

Mayor Pro Tem Christensen ask Public Works Directory Rogalsky if he had any comments to share about the City of Richland crosswalks.

Mr. Rogalsky stated that the Public Works Department has a funded plan to address the crosswalks. He noted between eight (8) to twelve (12) high-use and high-traffic crosswalks have been identified as top priority to implement enhanced safety features.

Consent Calendar:

Deputy City Clerk Barham read the Consent items.

Minutes:

10. Approve the City Council Meeting Minutes from November 6, 2018
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

11. Ordinance No. 64-18, Amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax
 - Cathleen Koch, Administrative Services Director
12. Ordinance No. 65-18, Ordering Dedication of the Falconcrest Loop Right-of-Way
 - Pete Rogalsky, Public Works Director
13. Ordinance No. 66-18, Approving Amendments to the 2018 Budget
 - Cathleen Koch, Administrative Services Director

Ordinances - Second Reading/Passage:

14. Ordinance No. 54-18, Amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission
 - Heather Kintzley, City Attorney
15. Ordinance No. 56-18, Approving a Zone Change on 0.3 Acres from Medium Density Residential (R-2) to General Business (C-3)
 - Kerwin Jensen, Community Development Director
16. Ordinance No. 59-18, Amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment
 - Heather Kintzley, City Attorney
17. Ordinance No. 60-18, Approving the 2019 Budget and the 2019-2024 Capital Improvement Plan

- Cathleen Koch, Administrative Services Director
- 18. Ordinance No. 61-18, Amending the 2018 Budget to Increase Appropriations in the Streets Capital Construction Fund
 - Pete Rogalsky, Public Works Director
- 19. Ordinance No. 62-18, Repealing Richland Municipal Code Chapter 2.54 related to the Environmental Review Committee
 - Heather Kintzley, City Attorney

Resolutions – Adoption:

- 20. Resolution No. 154-18, Authorizing a Cost Share Agreement between Visit TRI-CITIES and the Cities of Kennewick and Pasco for a Regional Sports Facility Feasibility Study
 - Joe Schiessl, Parks and Public Facilities Director
- 21. Resolution No. 165-18, Authorizing a Purchase and Sale Agreement with Harris & Sons, Inc.
 - Kerwin Jensen, Community Development Director
- 22. Resolution No. 157-18, Authorizing a Purchase and Sale Agreement with Matt and Debbie Driscoll
 - Kerwin Jensen, Community Development Director
- 23. Resolution No. 158-18, Setting Land Prices for City-Owned Horn Rapids Properties
 - Kerwin Jensen, Community Development Director
- 24. Resolution No. 159-18, Amending Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing.
 - Jon Amundson, Assistant City Manager
- 25. Resolution No. 160-18, Authorizing Relinquishment of a Portion of an Access and Utility Easement at Falconcrest Loop
 - Pete Rogalsky, Public Works Director
- 26. Resolution No. 161-18, Authorizing Relinquishment of a Portion of a 10-foot Utility Easement at Falconcrest Loop
 - Pete Rogalsky, Public Works Director
- 27. Resolution No. 162-18, Authorizing the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File
 - Cathleen Koch, Administrative Services Director

28. Resolution No. 163-18, Authorizing the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs
- Cathleen Koch, Administrative Services Director

Items for Approval:

29. Appointments to the Library Board: Phoenix Danz and Emily Booth
- Heather Kintzley, City Attorney

Expenditures - Approval:

30. Expenditures from October 29, 2018 - November 9, 2018 for \$9,506,867.62 including Check Nos. 262093- 262427, Wire Nos. 7184-7207, Payroll Check Nos. 140374-140907, and Payroll Wire/ACH Nos. 10710-10732
- Cathleen Koch, Administrative Services Director

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 6-0.

Items of Business:

No Items of Business.

Reports and Comments:

1. City Manager Reents thanked Mr. Rogalsky for explaining the intersection improvements that the City has planned. Secondly, she announced The Crown Group is very close to completing the purchase of the 650 George Washington Way property. It is scheduled to be purchased in early December 2018. Lastly, she provided an update on the petition the City received regarding the retail sales of marijuana within Richland's city limits.
2. Council:

Councilmember Anderson expressed appreciation to Mr. Mitchell and Mr. Somasundaram for their service on the Library Board and to all the other board, commission and committee members for their service. He also thanked the individuals that participated in the meeting for presenting their issues in a professional and respectful manner. He wished everyone a Happy Thanksgiving.

Councilmember Kent also thanked the public for sharing their comments and feelings on what the City should be focusing on and she encouraged them to keep showing up to the Council meetings. She expressed appreciation to Mr. Mitchell and Mr. Somasundaram, stating that they will be missed on the Library Board. She wished everyone a Happy Thanksgiving and encouraged inclusiveness during the holiday celebrations.

Councilmember Alvarez expressed thanks to those who spoke about the crosswalks issues. He offered the City of Richland pins to the Washington State University (WSU) students located in the audience. Lastly he expressed thanks to the retiring Library Board members for their service.

Councilmember Lukson commented on the importance of those individuals, who serve on the City boards, commissions and committees and how they help shape the City. He encouraged individuals with a variety of perspectives to apply when board, commission or committee vacancies occur.

3. Mayor Pro Tem Christensen also reiterated Councilmember Lukson's thoughts regarding the boards, commissions and committees. Next, he commented about the Energy Communities Alliance (ECA) intergovernmental meeting with the Department of Energy he recently attended in New Orleans, LA. Lastly, he wished everyone a happy and safe Thanksgiving holiday weekend.

Adjournment:

Mayor Pro Tem Christensen adjourned the meeting at 8:18 p.m.

Respectfully Submitted,

Debby Barham, Deputy City Clerk

FORM APPROVED:

Terry Christensen, Mayor Pro Tem

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 63-18, Amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers

Department:
Public Works

Ordinance/Resolution Number:
63-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 63-18, amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers.

Summary:

Richland Municipal Code Title 17, as currently written, limits the City's responsibility for maintenance, repair and replacement of sewer pipelines to those pipelines providing service to multiple properties. Each property's building sewer (i.e., the line from the City's pipe to the building that serves only the property owner/tenant) is the responsibility of the property owner. However, the current code does not establish maintenance requirements for private building sewers.

Under this structure, proper functioning of each property's building sewer is presumed since the property owners themselves are expected to suffer the consequences of a poorly functioning building sewer (i.e., sewer back-up). However, on occasion, a poorly maintained building sewer causes blockage in the City's pipeline, which in turn may result in sewer back-up to another private property.

The City's liability insurance program typically accepts responsibility for conditions in the City's pipelines that result from inadequate maintenance to avoid property damage. The City's insurance program may deny coverage if the City's maintenance program is deemed reasonable and sufficient to protect against damage. In circumstances where the condition of a private building sewer caused a blockage in the City's pipeline and a back-up at another property, and where the City has implemented a reasonable maintenance program, the damaged property owner may have to absorb the cost of damage to his/her property.

The proposed edits to RMC Title 17 will promote a more fair assignment of responsibility between the City and private property owners responsible for building sewer maintenance. Similar provisions were identified in several city codes across the state. If enacted, staff anticipates less than five (5) enforcement actions per year. Required action could start with sewer cleaning and advance to pipe replacement.

Staff recommends approval of Ordinance No. 63-18.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 63-18

ORDINANCE NO. 63-18

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 17: Sewers, related to maintenance of building sewers.

WHEREAS, sewage service is provided to private properties within the City of Richland through a pipeline system that includes privately owned and maintained building sewers and the City's public sewage collection system; and

WHEREAS, the connection between the privately owned and maintained building sewer and the City's sewer pipeline typically occurs within public right-of-way or an easement; and

WHEREAS, the City regularly responds to property damage claims involving sewage backing up inside customer buildings; and

WHEREAS, the pipeline blockage creating the back-up may be in either the privately owned and maintained building sewer or in the City's sewer pipeline; and

WHEREAS, on occasion, a condition within the privately owned building sewer negatively impacts the functioning of the City's pipeline, resulting in the City paying for property restoration when the cause is a private building sewer; and

WHEREAS, the City's best interests are served by amending Richland Municipal Code (RMC) Title 17 to establish the obligations of private owners regarding pipeline maintenance, repair and replacement, and to prescribe penalties for failure to properly maintain a privately owned building sewer.

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

Section 1. Section 17.04.160 of the Richland Municipal Code titled Public sewer, as first enacted by Ordinance No. 77, is hereby amended to read as follows:

17.04.160 Public sewer.

"Public sewer" shall mean a sewer [providing service to two or more parcels](#), in which all owners of abutting properties have equal rights, and which is controlled by public authority.

Section 2. Section 17.16.030 of the Richland Municipal Code titled City not responsible for private building sewers, as first enacted by Ordinance No. 77, is hereby amended to read as follows:

17.16.030 City not responsible for private building sewers.

The city assumes no responsibility for the maintenance of any building sewer lines on private property or in easements or street rights-of-way. [The owner of property served by](#)

a building sewer is responsible for the building sewer's connection to the public sewer, and for the entire length of the building sewer from the public sewer to the building the line serves. Each property owner shall, at the property owner's sole expense, operate, maintain, and repair and/or replace the building sewer so that it does not cause or contribute to an obstruction in the public sewer. The owner shall perform such duties as may be required in response to notice from the City of observed obstructions in the public sewer attributable to the building sewer's condition. Where such maintenance requires excavation or replacement of existing sewer facilities, the owner shall apply for and receive appropriate permits from the City.

If one or more discharges from a building sewer result in damage, partial or complete blockage, impairment of the public sewer's conveyance capacity, or excessive City maintenance of the public sewer, the discharger responsible shall be liable for said damage, and shall take the corrective action necessary to restore the public sewer system to full and normal operations. "Excessive maintenance" of the public sewer means pipe flushing or cleaning required more frequently than once every twelve (12) months. Liability under this section is in addition to civil penalties imposed pursuant to Chapter 17.64 RMC.

Section 3. Richland Municipal Code Chapter 17.64, titled Offenses and Penalties, as first enacted by Ordinance No. 77, and last amended by Ordinance No. 34-10, is hereby amended to read as follows:

Chapter 17.64 OFFENSES AND PENALTIES

Sections:

- 17.64.010 Unlawful to damage.**
- 17.64.015 Unlawful blockage in the public sewer.**
- 17.64.020 Violations – Penalties.**
- 17.64.030 Civil liability for reimbursement.**
- 17.64.040 Notice of violation to be given.**

17.64.010 Unlawful to damage.

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the sewage works.

17.64.015 Unlawful blockage in the public sewer.

No person shall create a partial or complete blockage in the public sewer, or significantly compromise the conveyance capacity of the public sewer, by failing to adequately maintain a building sewer.

17.64.020 Violations – Penalties.

With the exception of Chapter 17.30 RMC, any person who has violated any provision of this title shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses.

Chapter 17.30 RMC contains violations and penalties for the Richland Pretreatment Act.

17.64.030 Civil liability for reimbursement.

Any person who violates any provision of this title shall be liable to the city of Richland for any expense, loss, damage, cost of inspection, or cost of correction incurred by the city of Richland by reason of such violation including any cost to the city of Richland incurred in collecting from such person said loss, damage, expense, cost of inspection or cost of correction.

17.64.040 Notice of violation to be given.

Any person found to be violating any provision of this title shall be served by the city of Richland with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations and make all necessary corrections.

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, 2018.

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: 12/04/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 67-18, Approving the 2022 Council Compensation Plan

Department:

Administrative Services

Ordinance/Resolution Number:

67-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 67-18, amending Section 2.32.040 of the Richland Municipal Code related to the 2022 Council Compensation Plan.

Summary:

According to Article II of the Richland Municipal Code and RCW 35.27.130, Council may not set their own salaries during their term of office. However, Council has the authority to set compensation for the subsequent four years. In 2002, Council decided to adopt an ordinance annually setting Council salaries for the subsequent four years in conjunction with the annual approved compensation plan or market adjustment for unaffiliated staff.

The City recently completed a Classification and Compensation Study for unaffiliated staff, which was approved by Council on November 20, 2018. The study included a market adjustment of 3% for 2019. Therefore, staff recommends applying the same 3% increase to Council compensation beginning in 2022. The monthly stipend for Councilmembers would increase from \$1,195 to \$1,231 per month. 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 67-18 for first reading, by title only.

Fiscal Impact:

Yes

Approval of Ordinance No. 67-18 will impact the 2022 budget.

Attachments:

1. Ordinance No. 67-18
2. Council Compensation History

ORDINANCE NO. 67-18

AN ORDINANCE of the City of Richland amending
Section 2.32.040 of the Richland Municipal Code related to the
2022 Council Compensation Plan.

BE IT ORDAINED by 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. 56-17, 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, 2020, ~~and 2021~~, and 2022 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; 2020, \$1,177; ~~and 2021, \$1,195~~, and 2022, \$1,231; 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.

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, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

**CITY OF RICHLAND
2022 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%
2022	\$1,481	\$1,231	3.00%



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 68-18, Amending Chapter 2.12 of the Richland Municipal Code related to the Library Board

Department:
City Attorney

Ordinance/Resolution Number:
68-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 68-18, amending Chapter 2.12 of the Richland Municipal Code related to the Library Board.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity. Over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult. On May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices. However, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment. This action is housekeeping in nature.

Proposed Ordinance No. 68-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.12 RMC concerning the Library Board. Because the Library Board's powers and duties are set by state law, certain changes proposed are to comply with Chapter 27.12 RCW. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC.

Staff recommends approval of Ordinance No. 68-18 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 68-18

ORDINANCE NO. 68-18

AN ORDINANCE of the City of Richland amending Chapter 2.12 of the Richland Municipal Code related to the Library Board.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity; and

WHEREAS, over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult; and

WHEREAS, on May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices; and

WHEREAS, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment; and

WHEREAS, an element of the City's strategic plan is to ensure that proper foundational authorities are in place to allow for successful government.

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

Section 1. Richland Municipal Code Chapter 2.12, entitled Library Board, as first enacted by Ordinance No. 67, and last amended by Ordinance No. 38-05, is hereby amended as follows:

Chapter 2.12 LIBRARY BOARD

Sections:

2.12.005 Purpose.

2.12.010 Library board of trustees created – Membership.

~~2.12.020 Removal and vacancies.~~

~~2.12.030 Meetings, officers, records, and quorum.~~

~~2.12.040 Powers and duties.~~

2.12.050 Annual appropriations – Control of expenditures~~Expenditures – Budget.~~

~~2.12.060 Gifts – Title to property.~~

2.12.070 Severability.~~Services of other city departments.~~

2.12.005 Purpose.

The purpose and intent of this chapter is to establish a library board of trustees responsible for providing public library services to residents of the City of Richland.

2.12.010 Library board of trustees created – Membership.

There is created a library board (hereinafter referred to as the “board”) composed of five trustees as recommended by the council assignments committee to the mayor, appointed by the mayor and confirmed by a majority of city council. Trustees shall serve staggered five-year terms and until their successors are appointed and confirmed. No person shall be appointed to serve more than two consecutive terms as library trustee. The waiver available under RMC 2.04.110(F) shall not apply. ~~In the instance of an appointment to fill a vacancy for an unexpired term, a full term shall be considered a period of time in excess of one year.~~

~~The library trustees shall be selected without regard to political affiliation and shall serve without salary or other compensation, but shall be reimbursed for necessary expenses actually incurred, out of library funds. All members shall be residents of the city of Richland, Washington.~~

2.12.020 Removal and vacancies.

~~The trustees may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate. The city council, by majority vote, may remove a trustee and declare the position vacant. Unexcused absences from three consecutive meetings or six absences, excused or unexcused, within a 12-month period shall be grounds for removal. Workshops shall be excluded from the definition of “meetings” for purposes of this section. Vacancies occurring otherwise than by expiration of terms shall be filled for the unexpired terms in the manner used for regular appointments to the board.~~

2.12.030 Meetings, officers, records, and quorum.

~~The board shall elect its own chairperson and vice chairperson and create and fill such other offices as it may determine it requires.~~ The board shall hold at least one regular meeting in each of 10 calendar months of the year. It shall adopt such bylaws, rules and regulations for its own guidance and for the government of the library as it deems necessary, ~~and it shall keep a record of its meetings, resolutions, transactions, findings and determinations, which record shall be open to public inspection.~~

~~Three members of the board shall constitute a quorum for the transaction of business. Board action requires three affirmative votes of those present at any regular or special meeting.~~

2.12.040 Powers and duties.

The library trustees shall have the powers vested in them and perform the duties imposed upon them by general law. In addition, the board shall provide city council with an annual report as required by RCW 27.12.260. ~~quarterly report detailing ongoing facility plans and fundraising efforts regarding library facilities.~~

2.12.050 Annual appropriations – Control of expenditures.~~Expenditures – Budget.~~

~~The expenditures of the board, exclusive of gifts or the income of property held in trust for the library, shall be limited to appropriations made to the library by the city council. All programs requiring appropriations shall be submitted through the library budget. All funds for the library shall be in the custody of the finance director, shall be designated in some manner for identification, and shall not be used for any but library purposes. The board shall have the exclusive control of expenditures for library purposes subject to any examination of accounts required by the state, and money shall be paid for library purposes only upon vouchers of the board, without further audit. The board shall not make expenditures or incur indebtedness in any year in excess of the amount of money appropriated for library purposes. All programs requiring appropriations shall be submitted through the library budget.~~

2.12.060 Gifts – Title to property.

The title to money or property given to or for the use or benefit of the library shall vest in the ~~library~~ board, on behalf of the city, to be held and used according to the terms of the gift.

2.12.070 Severability. ~~Services of other city departments.~~

~~The board may, with the approval of the city manager, use the services of the various departments of the city administration in carrying out its duties and responsibilities. If any one or more sections, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter, and the same shall remain in full force and effect.~~

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 _____, 2018.

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: 12/04/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 69-18, Amending Chapter 2.17 of the Richland Municipal Code related to the Arts Commission

Department:
City Attorney

Ordinance/Resolution Number:
69-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 69-18, amending the Richland Municipal Code related to the Arts Commission.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity. Over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult. On May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices. However, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment. This action is housekeeping in nature.

Proposed Ordinance No. 69-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.17 RMC concerning the Arts Commission. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC.

Staff recommends approval of Ordinance No. 69-18 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 69-18

ORDINANCE NO. 69-18

AN ORDINANCE of the City of Richland amending Chapter 2.17 of the Richland Municipal Code related to the Arts Commission.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity; and

WHEREAS, over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult; and

WHEREAS, on May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices; and

WHEREAS, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment; and

WHEREAS, an element of the City's strategic plan is to ensure that proper foundational authorities are in place to allow for successful government.

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

Section 1. Richland Municipal Code Chapter 2.17, entitled Arts Commission, as first enacted by Ordinance No. 13-04, and last amended by Ordinance No. 11-15, is hereby amended as follows:

Chapter 2.17 ARTS COMMISSION

Sections:

- 2.17.010 Purpose.**
- 2.17.020 Arts commission created – Membership.**
- ~~**2.17.030 Removal – Vacancies.**~~
- ~~**2.17.040 Meetings, officers, records, and quorum.**~~
- ~~**2.17.050 Functions and dDuties.**~~
- ~~**2.17.060 Severability. Expenditures – Budget.**~~
- ~~**2.17.070 Staff assistance.**~~

2.17.010 Purpose.

The purpose and intent of this chapter is to make available to the city council and staff an advisory body to provide expertise on visual, performing, and literary arts (described as “art” hereafter) as cultural enrichment opportunities. The committee will also encourage and support art in Richland to improve quality of life, strengthen economic development, and revitalize the community.

2.17.020 Arts commission created – Membership.

There is hereby created within the city of Richland an arts commission composed of six adult members and one youth member between the age of 16 and 19 appointed by the city council. Adult commission members shall be appointed for a term of three years each. Youth commission members shall be appointed for a term of one year each.

~~The commission members shall be selected without regard to political affiliation and shall serve without compensation.~~ The city council wishes to balance the commission between people who are involved in the making of art and those who enjoy art. In making appointments to the committee, the city council shall strive to appoint individuals with multiple skills, experience and expertise from various disciplines and backgrounds applicable to the committee’s purpose. ~~Selection of members shall follow established procedures as set forth in RMC 2.04.120.~~

2.17.030 Removal – Vacancies.

~~The committee may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Vacancies occurring otherwise than by expiration of term shall be filled for any unexpired term in the manner used for regular appointments. Workshops shall be excluded from the definition of “meetings” for the purposes of this section.~~

2.17.040 Meetings, officers, records, and quorum.

~~The committee shall elect its own chairperson, vice-chairperson and create and fill such other offices as it may determine it requires.~~ The committee shall hold regular monthly meetings no less than every second month with the first annual meeting to be held in February of each calendar year. ~~It shall adopt rules for transaction of business and shall keep a record of its meetings, resolutions, transactions, findings and determinations, and which record shall be open to public inspection.~~

~~Four members of the committee or at least one-half of the total members, rounded up to the nearest whole number, shall constitute a quorum for the transaction of business. An agenda shall be prepared and distributed prior to each meeting including individual items of committee business that are intended to be discussed.~~

2.17.050 ~~Functions and d~~Duties.

The arts commission shall perform the following functions:

- A. Provide recommendations to the city council on artistic endeavors in which the city becomes involved and act as a representative of the community in such matters;
- B. Serve as the central commission to whom individuals and groups may bring their concerns and ideas with regard to the arts;
- C. Encourage donations, grants and other support to further expand art opportunities in Richland;
- D. Explore ways and implement methods of obtaining financial support through development of private, local, state and federal funds and establishing public/private partnerships to promote art within the community;
- E. Explore and promote arts-related projects, including events and installations ~~businesses~~ that provide an economic benefit and/or beautify and enhance the image of the city;
- F. Engage in long range art planning and implementation of the strategic art plan and review city plans for the purpose of integration of arts elements into city planning including education, public finance, community services, etc.;
- G. Recognize artistic contributions made by individuals and organizations to the city and provide recognition and encouragement to local artists;
- H. Review and make recommendations on all works of art acquired by the city; and
- I. Review and recommend policy for acquiring, maintaining, and displaying the city's art collection.

2.17.060 Severability. ~~Expenditures — Budget.~~

~~The expenditures of the committee, exclusive of donations, shall be limited to appropriations. All services requiring appropriations shall be submitted through the budget of the city's community development department; provided, however, that the services of outside consultants may be obtained for a temporary period of time when specifically authorized by the city council.~~ If any one or more sections, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter, and the same shall remain in full force and effect.

2.17.070 ~~Staff assistance.~~

~~The staff of the various departments within the city, as assigned by the city manager, shall provide staff assistance and shall also serve to facilitate communications by the arts commission to the city council.~~

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 _____, 2018.

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: 12/04/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 64-18, Amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax

Department:

Administrative Services

Ordinance/Resolution Number:

64-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 64-18, amending Section 3.24.900 of the Richland Municipal Code related to Criminal Justice Sales Tax.

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 64-18 will amend the fund title of the current Criminal Justice Sales Tax, RMC 3.24.900, and rename it to the Public Safety Sales Tax, to closer reflect the ballot measure.

First reading was given on November 20, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 64-18 for second reading and passage.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 64-18

ORDINANCE NO. 64-18

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax.

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, the current Criminal Justice Sales Tax fund title and description contained in RMC Chapter 3.24 should be renamed the Public Safety Sales Tax fund.

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

Section 1. Section 3.24.900 of the Richland Municipal Code, as enacted by Ordinance No. 6, and last amended by Ordinance No. 53-17, is hereby amended to read as follows:

3.24.900 ~~Criminal justice~~ Public safety sales tax fund – Created.

There is hereby created a special accounting fund to be known as the ~~criminal justice~~ public safety sales tax fund into which there shall be placed all monies received from the state of Washington for a special ~~criminal justice~~ public safety 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.

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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: December 9, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 65-18, Ordering Dedication of the Falconcrest Loop Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
65-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 65-18, dedicating the Falconcrest Loop right-of-way.

Summary:

Bauder Homes, LLC has initiated development of residential lots to the west of the Falconcrest subdivision. The project began with Short Plant No. 3533, which created four (4) single-family residential lots west of Morency Drive, and included two separate access and utility easements as the method of providing access to the lots rather than a public street right-of-way.

Bauder Homes, LLC has since determined to change its development approach, and has requested that the access and utility easements be relinquished in favor of a new public right-of-way in a different location. Resolutions relinquishing the previously established easements were approved by Council at its November 20 meeting. This proposed dedication will replace the easements needed by the City with a public street right-of-way.

Bauder Homes, LLC deeded property to the City of Richland for a public street right-of-way for Falconcrest Loop under Benton County Auditor's File No. 2018-026854. Since the City now owns the property needed for the public right-of-way, the only remaining action required is to dedicate it for that purpose.

The Richland Municipal Code provides for dedication of public street right-of-way by approval of a final plat or by ordinance. As the Bauder Homes, LLC project will not result in a final plat, the Falconcrest Loop right-of-way must be dedicated by ordinance. Ordinance No. 65-18 is proposed for this purpose. The public street and utility improvements for Falconcrest Loop have been permitted by the City, with construction expected to be complete by the end of the year.

First reading was given on November 20, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 65-18 for second reading and passage.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 65-18

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
505 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 65-18

AN ORDINANCE of the City of Richland establishing and dedicating the right-of-way for Falconcrest Loop as fully described in this ordinance.

WHEREAS, Bauder Homes, LLC has initiated development of residential lots to the west of the Falconcrest subdivision; and

WHEREAS, Bauder Homes, LLC's project began with Short Plat No. 3553, which created four (4) single-family residential lots west of Morency Drive; and

WHEREAS, Short Plat No. 3553 included an access and utility easement as the method of providing access to the lots rather than a public street right-of-way; and

WHEREAS, Bauder Homes, LLC has since determined to change its development approach, and has requested that the access and utility easement be relinquished in favor of a new public right-of-way in a different location; and

WHEREAS, Bauder Homes, LLC deeded property to the City of Richland for a public street right-of-way for Falconcrest Loop under Benton County Auditor's File No. 2018-026854; and

WHEREAS, the Richland Municipal Code provides for dedication of public street rights-of-way by approval of a final plat or by ordinance; and

WHEREAS, as no final plat will occur with the Bauder Homes, LLC project, the Falconcrest Loop right-of-way must be dedicated by ordinance; and

WHEREAS, the public street and utility improvements for Falconcrest Loop have been permitted by the Public Works Department, with construction expected to be completed by the end of the year; and

WHEREAS, dedication of the public street right-of-way is appropriate to advance development in accordance with City development standards.

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

Section 1. The portion of road right-of-way legally described on **Exhibit A**, attached hereto, and depicted as Falconcrest Loop on **Exhibit B**, attached hereto, is hereby ordered to be dedicated as a City street named Falconcrest Loop.

Section 2. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached exhibits, duly certified by the City Clerk as a true copy.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: December 9, 2018

**EXHIBIT A
LEGAL DESCRIPTION
PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENT DEDICATION**

A STRIP OF LAND LYING WITHIN LOTS 1, 2, 3, AND 4, SHORT PLAT 3553, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3553, RECORDS OF BENTON COUNTY, WASHINGTON, AND LYING WITHIN PARCEL 2, RECORD SURVEY 4946, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4946, RECORDS OF BENTON COUNTY, WASHINGTON SITUATE IN SECTION 35, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN:

PUBLIC ROAD RIGHT-OF-WAY:

A STRIP OF LAND 54.00 FEET IN WIDTH, WITH 27.00 FEET OF SAID WIDTH LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 1 OF SAID SHORT PLAT 3553; THENCE SOUTH 52°18'13" WEST 1.51 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 63°07'25" WEST 50.42 FEET); THENCE NORTHWESTERLY 50.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°12'18"; THENCE NORTH 77°43'35" WEST 190.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY 52.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°57'40"; THENCE SOUTH 87°18'45" WEST 91.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY 57.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°21'19"; THENCE NORTH 76°19'56" WEST 64.89 FEET TO THE TERMINUS OF SAID CENTERLINE.

TOGETHER WITH THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID LOT 1; THENCE SOUTH 52°18'13" WEST 29.19 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 52°18'13" WEST 44.63 FEET ALONG SAID RIGHT OF WAY MARGIN AND THE PROJECTION THEREOF TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 12°42'41" WEST 45.32 FEET); THENCE NORTHWESTERLY 56.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 130°01'48" TO A POINT LYING 27.00 FEET SOUTHERLY OF THE ABOVE DESCRIBED CENTERLINE, SAID POINT BEING A POINT OF CUSP WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 73.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 65°09'55" EAST 31.75 FEET); THENCE SOUTHEASTERLY 32.01 FEET ALONG THE ARC OF SAID CURVE, CONCENTRIC WITH AND 27.00 FEET SOUTHERLY OF THE ABOVE DESCRIBED CENTERLINE, THROUGH A CENTRAL ANGLE OF 25°07'19" TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID LOT 1 DESCRIBED AS FOLLOWS:

18718-RoadDedication-REV2.docx
DPB 8-16-18 + 9-4-18

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID LOT 1; THENCE NORTH 52°18'13" EAST 25.88 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE TO A POINT LYING 27.00 FEET NORTHEASTERLY OF THE ABOVE DESCRIBED CENTERLINE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 52°18'13" EAST 17.44 FEET ALONG SAID RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 3.60 FEET ALONG SAID CURVE AND ALONG SAID RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 2°30'53" TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 87°39'55" WEST 30.70 FEET); THENCE SOUTHWESTERLY 33.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°45'11" TO A POINT LYING 27.00 FEET NORTHEASTERLY OF THE ABOVE DESCRIBED CENTERLINE, SAID POINT BEING A POINT OF CUSP WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 127.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 50°19'45" EAST 18.29 FEET); THENCE SOUTHEASTERLY 18.30 FEET ALONG THE ARC OF SAID CURVE, CONCENTRIC WITH AND 27.00 FEET NORTHEASTERLY OF THE ABOVE DESCRIBED CENTERLINE, THROUGH A CENTRAL ANGLE OF 8°15'28" TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A UTILITY EASEMENT BEING A 10.00 FEET WIDE STRIP OF LAND, THE NORTHERLY LINE OF WHICH IS COLINEAR WITH THE SOUTHERLY MARGIN OF THE ABOVE DESCRIBED PUBLIC ROAD RIGHT-OF-WAY.

TOGETHER WITH A UTILITY EASEMENT BEING A 10.00 FEET WIDE STRIP OF LAND, THE SOUTHERLY LINE OF WHICH IS COLINEAR WITH THE NORTHERLY MARGIN OF THE ABOVE DESCRIBED PUBLIC ROAD RIGHT-OF-WAY.

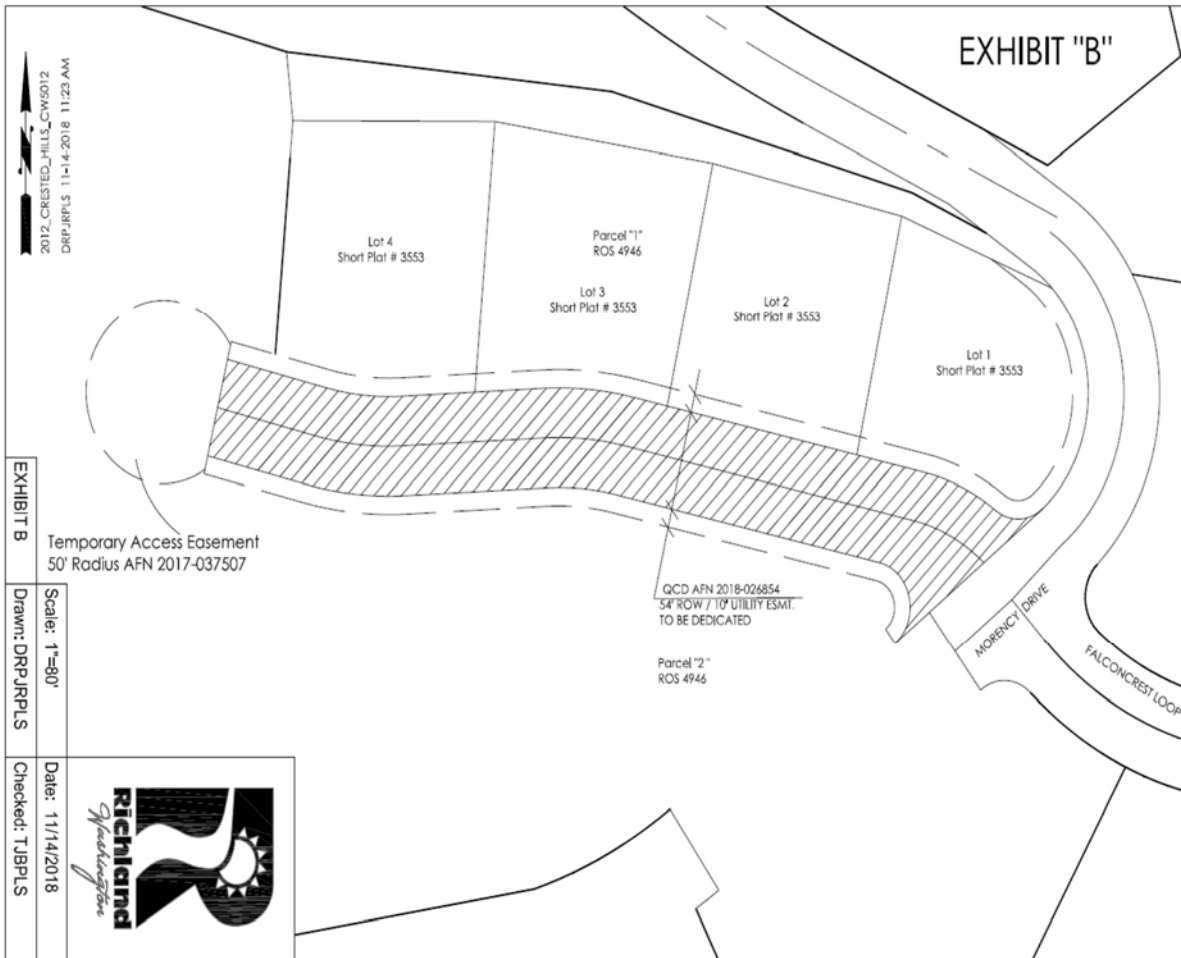
THE SIDELINES OF SAID PUBLIC ROAD RIGHT OF WAY STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT THE SAID NORTHWESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE.

THE SIDELINES OF SAID UTILITY EASEMENTS TO TERMINATE AT RIGHT ANGLES OR RADIAL WITH THE TERMINUS OF SAID PUBLIC ROAD RIGHT OF WAY SIDELINES.



9-4-18

18718-RoadDedication-REV2.docx
DPB 8-16-18 + 9-4-18





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 66-18, Approving Amendments to the 2018 Budget

Department:

Administrative Services

Ordinance/Resolution Number:

66-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 66-18, amending the 2018 Budget.

Summary:

The proposed Ordinance No. 66-18 will amend the 2018 budget appropriations. Additional appropriations in the amount of \$17,014,040 are identified in the attached worksheet. The increases are primarily the result of new grant awards, overtime associated with fire services, fleet repairs and purchases, increased bond revenue, increases in health benefit claims, and other expenditures not originally addressed in the 2018 operating budget.

New revenues support \$16,317,808 of the increase. The remaining \$696,232 is funded by 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 November 20, 2018 to provide public comments on the proposed ordinance. First reading was given on the same date. No exceptions were taken.

Staff recommends approval of Ordinance No. 66-18 for second reading and passage.

Fiscal Impact:

Yes The total increase in appropriations to the 2018 operating budget is \$17,014,040.

Attachments:

1. Ordinance No. 66-18
2. 2018 Appropriation Changes

ORDINANCE NO. 66-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the City's General, Industrial Development, Hotel/Motel, Special Lodging Assessment, Community Dev Block Grant, HOME, Special Assessment Debt Service, Streets Capital Construction, Electric Utility, Solid Waste Utility, Stormwater Utility, Medical Services, Broadband, Equipment Maintenance, Public Works Admin & Engineer, Workers Compensation, Health Care/Benefits Plan and Fireman's Pension Funds and in certain of these funds, declaring that a public emergency exists.

WHEREAS, on November 21, 2017, Richland City Council approved Ordinance No. 49-17 adopting the 2018 Annual Budget; and

WHEREAS, certain additional revenue sources have been identified that were not anticipated when the 2018 budget was approved, the expenditure of which is not included in current appropriations; and

WHEREAS, certain additional expenditures that do not have a specific new revenue source have been identified as necessary or desirable in the current year; 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, pursuant to RCW 35.33.091, a duly advertised public hearing was held on November 20, 2018 regarding the increase in appropriations from existing fund balance.

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

Section 1. Facts Constituting Emergency. The items contained within this ordinance were not anticipated when the 2018 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, Richland City Council declares that a public emergency exists in the City General, Industrial Development, Hotel/Motel, Special Lodging Assessment, Community Dev Block Grant, HOME, Special Assessment Debt Service, Streets Capital Construction, Electric Utility, Solid Waste Utility, Stormwater Utility, Medical Services, Broadband, Equipment Maintenance, Public Works Admin & Engineer, Workers Compensation, Health Care/Benefits Plan and Fireman's Pension Funds.

Section 3. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide for additional appropriations in the following funds, and from the following sources, as indicated.

2018 BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 64,307,276	\$ 358,619	\$ 64,665,895	\$ 56,350	\$ 302,269
112	INDUSTRIAL DEVELOPMENT FUND	4,126,975	106,048	4,233,023	106,048	-
150	HOTEL/MOTEL FUND	1,510,287	205,000	1,715,287	-	205,000
151	SPECIAL LODGING ASSESSMENT FUND	525,500	45,000	570,500	-	45,000
153	COMMUNITY DEV BLOCK GRANT FUND	779,568	50,000	829,568	-	50,000
154	HOME FUND	1,690,489	114,750	1,805,239	-	114,750
226	SPECIAL ASSESSMENT DEBT SERVICE FUN	1,105	170,000	171,105	170,000	-
301	STREETS CAPITAL CONSTRUCTION FUND	32,027,047	163,200	32,190,247	-	163,200
401	ELECTRIC UTILITY FUND	89,875,760	14,622,471	104,498,231	-	14,622,471
404	SOLID WASTE UTILITY FUND	10,701,175	241,997	10,943,172	-	241,997
405	STORMWATER UTILITY FUND	3,697,683	27,332	3,725,015	27,332	-
407	MEDICAL SERVICES FUND	4,433,778	56,359	4,490,137	43,359	13,000
408	BROADBAND FUND	891,163	(5,893)	885,270	7,607	(13,500)
502	EQUIPMENT MAINTENANCE FUND	3,897,637	23,000	3,920,637	-	23,000
505	PUBLIC WORKS ADMIN & ENGINEER FUNI	4,115,150	11,901	4,127,051	-	11,901
506	WORKERS COMPENSATION FUND	1,224,305	250,000	1,474,305	250,000	-
520	HEALTH CARE/BENEFITS PLAN FUND	1,610,994	538,720	2,149,714	-	538,720
611	FIREMAN'S PENSION FUND	409,425	35,536	444,961	35,536	-
TOTAL		\$ 225,825,317	\$ 17,014,040	\$ 242,839,357	\$ 696,232	\$ 16,317,808

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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: December 9, 2018

2018 BUDGET AMENDMENTS

Fund Title	Revenue Acct#	Expense Acct#	Current Appropriations	Change In Appropriations	Amended Appropriations	Funding Source	
						Fund Balance	New Revenue
GENERAL FUND 001			\$ 64,307,276				
Overtime - Fire Suppression	001-000-0010-369954-0000	001-120-0031-522200-1201		288,015			
Overtime - Fire Staff Training	001-000-0010-369954-0000	001-120-0031-522400-1201		13,702			
FCIS rate study - ASD		001-210-0034-514140-4117		15,535			
Fleet M&O - Finance		001-211-0019-519710-9848		974			
Copier Lease - Purchasing	001-000-0010-369900-0000	001-212-0014-514250-4504		6,966			
Copier Lease - Purchasing	001-000-0010-369900-0000	001-212-0014-519700-4504		453			
Fleet M&O - transfer generators to Broadband Fund		001-213-0019-518885-9848		(5,000)			
Labor Relations Services - HR		001-220-0014-516200-4111		18,892			
Project Coordination - Redevelopment		001-302-0071-559210-1101		30,873			
Project Coordination - Redevelopment		001-302-0072-559210-2109		19,371			
Fleet M&O - Parks & Recreation	001-000-0060-367113-0000	001-331-0069-574200-9848		5,000			
Fleet M&O - Parks Maintenance		001-335-0069-576100-9848		50,338			
Fleet M&O - Parks Project Admin		001-338-0069-574110-9848		3,500			
Business Area Develop - Approved Projects	001-900-0009-599900-9999	001-900-0074-559310-4925		(90,000)			
				358,619	\$ 64,665,895	56,350	302,269
INDUSTRIAL DEVELOPMENT FUND 112			\$ 4,126,975				
Expert Services	112-000-000-308000-0000	112-306-0074-559300-4117		96,348			
Trans Out - Street Construct		112-305-0075-597000-5502		13,500			
Trans Out - Broadband Fund		112-305-0075-597000-5543		(13,500)			
Trans Out - Street Construct		112-305-0075-597000-5502		9,700			
				106,048	\$ 4,233,023	106,048	
HOTEL/MOTEL FUND 150			\$ 1,510,287				
Other Misc Expenses	150-000-0000-313300-0000			205,000			
	150-000-0000-313310-0000	150-307-0064-573100-4990		205,000	\$ 1,715,287		205,000
	150-000-0000-361100-0000						
SPECIAL LODGING ASSESSMENT FUND 151			\$ 525,500				
Expert Services	151-000-0000-308000-0000	151-339-0004-573100-4117		45,000			
				45,000	\$ 570,500		45,000
COMMUNITY DEV BLOCK GRANT FUND 153			\$ 779,568				
Operating Supplies	153-000-0070-345910-0000	153-308-0073-559100-3102		200			
Telephone		153-308-0074-559100-4201		25			
Advertising		153-308-0074-559100-4401		1,500			
Dues & Subscriptions		153-308-0074-559100-4902		260			
Printing Services		153-308-0074-559100-4903		175			
Salaries & Wages - PI		153-308-0071-559110-1101		14,332			
Salaries & Wages - Proj Delivery		153-308-0071-559330-1101		7,000			
Program Income - O/O Rehab		153-308-0074-559320-4945		26,508			
				50,000	\$ 829,568		50,000
HOME FUND 154			\$ 1,690,489				
Richland Prog Income Admin	154-000-0070-331373-0000	154-309-0075-558101-5201		4,190			
Pasco Prog Income Admin	154-000-0070-345911-0000	154-309-0075-558101-5202		11,500			
Kennewick Prog Income Admin	154-000-0070-345912-0000	154-309-0075-558101-5203		15,000			
CHDO-Richland		154-309-0074-559321-4982		(70,250)			
Prog Income-Richland		154-309-0074-559320-4985		(4,190)			
Prog Income-Kennewick		154-309-0074-559320-4986		110,000			
Prog Income-Pasco		154-309-0074-559320-4987		48,500			
				114,750	\$ 1,805,239		114,750
SPECIAL ASSESSMENT DEBT SERVICE FUND 226			\$ 1,105				
Transfer Out - Guaranty Fund	226-000-0000-308000-0000			170,000			
	226-908-0009-599900-9999	226-908-0005-597000-5529		170,000	\$ 171,105	170,000	
STREETS CAPITAL CONSTRUCTION FUND 301			\$ 32,027,047				
Traffic Impact Fees	301-000-0000-344911-0000	301-402-0046-595300-6318		140,000			
Roadway - RAISE Area Infrastructure	301-000-0000-397112-0000	301-402-0046-595300-6397		23,200			
				163,200	\$ 32,190,247		163,200
ELECTRIC UTILITY FUND 401			\$ 89,875,760				
Revenue Bond Principal	401-000-0000-391200-0000	401-501-0007-534101-7201		14,190,000			
Cost of Bond Issuance		401-501-0008-534101-8402		432,471			
				14,622,471	\$ 104,498,231		14,622,471
SOLID WASTE UTILITY FUND 404			\$ 10,701,175				
Recycling Processing Fees	404-000-0000-343731-0000	404-432-0004-537810-4144		125,000			
Outside Services Provided		404-432-0004-537810-4911		41,600			
Machinery & Equip >\$5000		404-432-0006-537810-6414		(41,600)			
Operating Supplies		404-433-0003-537820-3102		20,000			
Fleet M&O		404-432-0009-537810-9848		96,997			
				241,997	\$ 10,943,172		241,997
STORMWATER UTILITY FUND 405			\$ 3,697,683				
Revenue Bond Interest	405-000-0000-309000-0000	405-441-0008-538300-8305		27,332			
				27,332	\$ 3,725,015	27,332	
MEDICAL SERVICES FUND 407			\$ 4,433,778				
Other Professional Services	407-000-0000-337000-0000			56,359			
	407-000-0000-369910-0000	407-121-0004-526200-4107		56,359	\$ 4,490,137	43,359	13,000
	407-000-0000-309000-0000						

Fund Title	Revenue Acct#	Expense Acct#	Current Appropriations	Change In Appropriations	Amended Appropriations	Fund Balance	New Revenue
BROADBAND FUND 408			\$ 891,163				
Software Licensing & Upgrades	408-000-0000-309000-0000	408-460-0003-538920-3583		2,607			
RAISE Area Infrastructure	408-000-0000-397112-0000	408-460-0006-538920-6397		(13,500)			
Fleet M&O - generators transferred from IT		408-460-0009-538920-9848		5,000			
				(5,893)	\$ 885,270	7,607	(13,500)
EQUIPMENT MAINTENANCE FUND 502			\$ 3,897,637				
Fleet M&O	502-000-0000-348301-0000	502-214-0009-548680-9848		23,000			
				23,000	\$ 3,920,637		23,000
PUBLIC WORKS ADMIN & ENGINEER FUND 505			\$ 4,115,150				
Fleet M&O	505-000-0000-343200-0000	505-450-0009-538910-9848		11,901			
				11,901	\$ 4,127,051		11,901
WORKERS COMPENSATION FUND 506			\$ 1,224,305				
Disability Benefits-Term Emees	506-221-0009-599900-9999	506-221-0002-517610-2413		250,000			
				250,000	\$ 1,474,305	250,000	
HEALTHCARE/BENEFITS PLAN FUND 520			\$ 1,610,994				
Emee Ins Admin - ASO Fee	520-000-0000-369710-0000			165,000			
Emee Ins Admin - ASO Fee	520-000-0000-369711-0000	520-222-0002-517310-2306		307,500			
Emee Ins Claims - Health	520-000-0000-369716-0000	520-222-0002-517370-2301		66,220			
Expert Services	520-000-0000-369900-0000	520-222-0004-517310-4117		538,720	\$ 2,149,714		538,720
	520-000-0000-389006-0000						
FIREMAN'S PENSION FUND 611			\$ 409,425				
Medical Services - Pension	611-000-0000-308000-0000	611-216-0002-517281-2402		35,536			
				35,536	\$ 444,961	35,536	
TOTAL			\$ 225,825,317	\$ 17,014,040	\$ 242,839,357	\$ 696,232	\$ 16,317,808



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 110-18, Authorizing a Power Purchase Agreement with Potelco, Inc. for Horn Rapids Solar, Storage and Training Project Site

Department:

Energy Services

Ordinance/Resolution Number:

110-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 110-18, authorizing the City Manager to sign and execute a Power Purchase Agreement with Potelco, Inc. for the Horn Rapids Solar, Storage and Training Project Site.

Summary:

In 2006, Washington voters approved Initiative 937 as part of a clean energy initiative. It was incorporated into RCW 19.285 as the Energy Independence Act. It requires utilities serving more than 25,000 customers to obtain, within four years, a first step of three percent of load using renewable energy or renewable energy credits (RECs). The City of Richland will meet the customer threshold in 2019. The City's 2019 load is expected to be 977,000 MWh with the first 3% of renewable energy or RECs amounting to 29,310 MWh.

On October 29, 2018, Council approved Ordinance No. 46-18 authorizing a Participant Agreement with Energy Northwest for the Horn Rapids Solar, Storage and Training site (HRSST). The Participant Agreement includes an energy storage system to be installed and operated by Energy Northwest. The training portion of the project site will be operated by the Regional Education & Training Center (RETC) with IBEW Local 77. The solar portion of the project is through a photovoltaic system installed, operated and maintained by Potelco, Inc. with renewable energy production planned to be sold to the City through a Power Purchase Agreement (PPA).

The PPA with Potelco, Inc. should provide 5,600 MWh annually in addition to a 2.2 multiplier of RECs. The total will amount to 0.42% of the City's first 3% of renewable energy requirements.

Resolution No. 110-18 will authorize the City Manager to approve and administer a Power Purchase Agreement with Potelco, Inc. Staff recommends approval.

Fiscal Impact:

The proposed Power Purchase Agreement (PPA) is budgeted within the City's wholesale power costs. Costs for the PPA are budgeted as \$225,000 in the first year and a 1% annual cost escalation through the term of the twenty-five year agreement.

Attachments:

1. Resolution No. 110-18
2. Power Purchase Agreement with Potelco Inc.

RESOLUTION NO. 110-18

A RESOLUTION of the City of Richland authorizing a power purchase agreement with Potelco, Inc. at the Horn Rapids Solar, Storage and Training Project Site.

WHEREAS, the City of Richland operates an electrical municipal utility with a focus on maintaining reliable service with low rates; and

WHEREAS, the State's Energy Independence Act (Chapter 19.285 RCW) requires utilities serving more than twenty-five thousand (25,000) customers to obtain, within four (4) years, a first step of three percent (3%) of load using renewable energy or renewable energy credits; and

WHEREAS, the City will serve twenty-five thousand (25,000) customers beginning in 2019, and has a Tier 2 need of additional energy resources beyond a Tier 1 allocation provided by Bonneville Power Administration (BPA); and

WHEREAS, the City has determined that the Horn Rapids Solar, Storage and Training (HRSST) Project is in the best interests of rate payers; and

WHEREAS, the HRSST project includes a photovoltaic solar component to be provided by Potelco, Inc.; and

WHEREAS, the City has the closest electrical distribution system to interconnect the photovoltaic solar system, and is the most likely off-taker of the renewable energy; and

WHEREAS, the City has the ability to utilize its existing contract with BPA to shape the renewable energy into a low carbon resource using BPA's predominate hydroelectric resources.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute and administer a power purchase agreement with Potelco, Inc. at the Horn Rapids Solar, Storage and Training site.

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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“Agreement”), dated as of _____, 2018 (the “Effective Date”), is made and entered into by and between Potelco Inc., a Washington Corporation (hereinafter referred to as the “Seller”), and the City of Richland, Washington (hereinafter referred to as the “CITY”), a Washington municipal corporation operating a municipally-owned electric utility.

Each of Seller and the CITY are sometimes referred to in this Agreement collectively as “Parties” and individually as a “Party”.

RECITALS:

1. Seller is planning to construct and operate a solar electric power generation facility in or near Richland, Washington (the “Site”) with an anticipated rated total electric power generation nominal capacity of 4 MW_{DC}.
2. The CITY owns and operates an electric utility in Richland, Washington.
3. Seller wants to sell Energy (as defined below) to the CITY, and the CITY wants to purchase Energy from Seller in accordance with the terms and conditions of this Agreement.

AGREEMENT:

THEREFORE, the Parties mutually agree as follows:

1. Definitions

As used in this Agreement and the Exhibits attached hereto and incorporated herein by reference, the following terms, whether in the singular or in the plural, shall have the following meanings: “Affiliate” means, with respect to a Party, any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Applicable Laws” means any applicable statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order or the like, of any Governmental Authority, and the interpretations thereof, including, without limitation, any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order or the like, regulating, relating to or imposing liability or standards of conduct of any Governmental Authority that apply to either or both of the Parties, the Facility, the Site or this Agreement.

“Business Day” means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving.

“CITY ” has the meaning set forth in the preamble.

“CITY’s Electric System Integrity” means operation of the CITY’s electric power and transmission system in a manner that minimizes risks of injury or damage to persons and/or property and enables the CITY to provide reliable electric power service to its customers.

“Commercial Operation” means the date on which all of the following have occurred:

- (a) Construction of the Facility and the Delivery Point have been substantially completed in accordance with the terms and conditions of this Agreement and Applicable Laws and the Facility and transmission line possess all the other material characteristics necessary for delivery of Energy to the Delivery Point pursuant to this Agreement; and
- (b) The Facility has successfully completed all testing required by any Applicable Laws to be completed prior to full commercial operations, and has demonstrated;
 - i. The sustained design operation of the Facility for at least three (3) consecutive days at an Design Energy delivery rate of at least 3.2 MW_{AC} (net of the energy required to operate the Facility auxiliary equipment and net of transmission losses to the Delivery Point), as adjusted to reflect nominal environmental conditions, and
 - ii. The delivery of Energy equal to at least 92,000 kWh_{AC} during a period of seven (7) consecutive days (net of the energy required to operate the Facility auxiliary equipment and net of transmission losses to the Delivery Point), as adjusted to reflect environmental conditions;
 - iii. Seller has obtained all Permits required for the operation and maintenance of the Facility in accordance with this Agreement, and all such Permits are final and in full force and effect; and
 - iv. Seller has obtained the insurance specified in Section 12.

“Commercial Operation Date” means the date on which Commercial Operation occurs, as determined pursuant to Section 3.2.

“Commercial Operation Deadline” means March 31, 2020, which is the date by which the Facility must have achieved Commercial Operation, or such other date as provided in this Agreement or as may be agreed to in a writing signed by both Parties; provided that Seller shall use reasonable commercial efforts to achieve Commercial Operation by March 31, 2020.

“Confidential Information” means any information that is proprietary or confidential to the Disclosing Party or that the Disclosing Party is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party). Confidential Information may be of a technical, business or other nature (including, but not limited to, information which relates to the Disclosing Party's technology, research, development, products, services, pricing of products and services, customers, employees, contractors, marketing plans, finances, contracts, legal affairs, or business affairs). However, Confidential Information does not include any information that:

- (a) was known to the Recipient Party prior to receiving the same from the Disclosing Party in connection with this Agreement;
- (b) is independently developed by the Recipient Party;

(c) is acquired by the Recipient Party from another source without restriction as to use or disclosure; or

(d) is or becomes part of the public domain through no fault or action of the Recipient Party.

“Curtailed Energy Amounts” means Energy amounts that would have been available for delivery to the CITY at the Delivery Point, but which the CITY declines, curtails or is otherwise unable or unwilling to receive because of (a) the CITY electric utility system outages or failures, including those due to scheduled or unscheduled maintenance, service or repair of the CITY system.

“Defaulting Party” has the meaning set forth in Section 9.3.

“Delivered Energy” means the sum of (a) the Metered Energy Amounts and (b) the Curtailed Energy Amounts.

“Delivery Point” means the location where Seller delivers the Energy to the CITY as mutually agreed upon by the Parties, which is currently anticipated to be the primary terminals of the photovoltaic primary meter cabinet at Horn Rapids Solar Facility.

“Disclosing Party” means the Party whose Confidential Information is disclosed to or otherwise learned by the other Party. “Effective Date” has the meaning set forth in the preamble.

“Energy” means the amount of electrical energy expressed in kWh generated from the Facility and provided to the CITY by Seller under this Agreement.

“Energy Price” has the meaning set forth in Section 4.1.

“Event of Default” has the meaning set forth in Section 9.3.

“Facility” means the solar electric power generation facility at the Site owned, controlled or operated by Seller, or its successors or assigns, including all electric power interconnection and transmission equipment located on Seller’s side of the Delivery Point. Additional capacity added to the Facility after the Commercial Operation Date shall not be subject to this Agreement unless the Parties have executed and approved an amendment to this Agreement.

“Force Majeure” means:

- (a) any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, civil disturbances, sabotage, blockade, expropriation, confiscation, fire, unusual or extreme adverse weather-related events or natural disasters (such as lightning, landslide, earthquake, tornado, hurricane, storm or flood), or any order, regulation or restriction imposed by any Governmental Authority, or
- (b) any other event of circumstance, which, in each case of clauses (a) and (b),
 - i. prevents a Party from performing any of its obligations under this Agreement,
 - ii. could not reasonably be anticipated as of the date of this Agreement,
 - iii. is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party), and

- iv. which by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; provided, nothing in this clause (iv) shall be construed so as to require either Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. A Force Majeure does not include any of the following:
- 1) events arising from the failure by Seller to construct, operate or maintain the Facility in accordance with this Agreement;
 - 2) any increase of any kind in any cost;
 - 3) delays in or inability of a Party to obtain financing or other economic hardship of any kind; or
 - 4) any changes in the financial condition of COR, Seller, or any subcontractor or supplier affecting the affected Party's ability to perform its obligations under this Agreement.

"Force Majeure Notice" has the meaning set forth in Section 11.1.

"Governmental Authority" means any applicable United States and other national, federal, state, provincial, and local governments and all agencies, authorities, departments, instrumentalities, courts, corporations, or other subdivisions of each having or claiming a regulatory interest in or jurisdiction over the Site, the Facility, the sale, delivery and purchase of Energy or the Parties.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to renewable energy credits, as well as:

- (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
- (b) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. "Indemnitor" has the meaning set forth in Section 12.1.

"Indemnitor" has the meaning set forth in Section 12.

"Initial Synchronization" means the date upon which the Facility is first synchronized at the Delivery Point.

"Interest Rate" means an annual rate equal to:

- (a) the rate published in The Wall Street Journal as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due; plus
- (b) four percentage points (4%); provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

“kWh” means a kilowatt-hour of electric energy.

“Meter” has the meaning set forth in Section 6.1.

“Metered Energy Amounts” means the Energy delivered to the CITY by Seller at the Delivery Point as measured by the Meter at the Delivery Point.

“MW” means a megawatt (or 1,000 kilowatts) of electric energy.

“MWh” means a megawatt-hour of electric energy.

“Notice” means any notice being provided by a Party to the other Party under this Agreement.

“Operate,” “Operating” or “Operation” means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating and maintaining the Facility.

“Operating Term” means the period from the Commercial Operation Date to the end of the Term.

“Party” or “Parties” have the meaning set forth in the preamble.

“Performance Guarantee” means Performance Guarantee formula for years 1 thru 10 are $3200 \text{ kW}_{AC} \times 19\% \times 90\% \times 8760$, years 11 thru 25 formula is $3200 \text{ kW}_{AC} \times 19\% \times 80\% \times 8760$. Failure to perform results in a two-year period of time is an event of default.

“Permits” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements, and similar requirements of whatever kind and however described that are required to be obtained from a Governmental Authority with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation or maintenance of the Facility, the production and delivery of Energy or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental, and occupational safety and health requirements).

“Prudent Electrical Practices” means those standards of design, engineering, construction, workmanship, operation, care and diligence normally practiced by internationally recognized engineering and construction firms and prudent operators of electric generation facilities similar to the Facility and electrical transmission systems in the Western United States during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practice is not intended to be the optimum practice, method or act to the exclusion of all others, but rather is intended to be any of the practices, methods and/or actions generally accepted in the Western United States during the relevant time period.

Prudent Electrical Practice includes taking reasonable steps to ensure that:

- (a) equipment, materials, resources, and supplies are available to meet the Party's needs;
- (b) sufficient operating personnel or control procedures are available at all times and are adequately experienced, trained and licensed as necessary to operate the Facility or COR's system properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions;
- (c) preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools; and
- (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed.

"Recipient Party" means the Party that receives or otherwise learns any Confidential Information of the Disclosing Party.

"Seller" has the meaning set forth in the preamble.

"Site" has the meaning set forth in the preamble.

"Startup Period" means the period that begins at Initial Synchronization and ends at Commercial Operation.

"Term" means the term of this Agreement and is a 25 year period of time.

2. Purchase and Sale of Energy

2.1 Purchase and Sale.

During the Startup Period and the Operating Term, Seller shall sell and deliver and the CITY shall purchase and receive Energy output of the Facility, net of the energy required to operate the Facility auxiliary equipment and to produce, net of transmission losses to the Delivery Point. Seller shall use commercially reasonable efforts and Prudent Electrical Practices to convey Energy up to the maximum amount of 3.2 MW_{AC} in any daylight hour unless otherwise curtailed by the CITY during the Operating Term to the CITY.

Metering of the photovoltaic system will be using the CITY's provided meter for installation (at no cost to Potelco) in series with BPA at photovoltaic primary meter cabinet as shown on Exhibit C single line diagram (Sheet No. G2-1).

2.2 Title and Risk of Loss.

Seller shall convey title to and risk of loss of all Delivered Energy to the CITY at the Delivery Point.

2.3 Green Attributes.

Potelco is solely responsible to apply and qualify for the Environmental Attributes. The CITY shall have the right to receive, the benefits of any and all Environmental Attributes that are created or granted as a result of the development, construction, operation, maintenance and/or ownership or control of the

Facility. In no event shall the CITY be required to pay Seller any sums for Environmental Attributes in addition to the payments required by Section 4.

3. Facility Construction and Commercial Operation

3.1 Construction.

Seller shall use reasonable commercial efforts to construct the Facility and achieve Commercial Operation of the solar portion by March 31, 2020, but in any event to achieve Commercial Operation by the Commercial Operation Deadline. Seller shall provide the CITY with periodic reports about the progress of the Facility construction and completion.

3.2 Certification of Commercial Operation Date.

Seller shall provide the CITY with notice when Seller believes that all requirements under this Agreement for achieving Commercial Operation of the Facility, including the conditions precedent specified in the definition of "Commercial Operation" in Section 1, have been satisfied with respect to the delivery of Energy to the Delivery Point. The CITY shall either accept or reject the notice in its reasonable discretion by delivering a notice to Seller in writing within five (5) Business Days. If the CITY fails to respond within five (5) Business Days, it shall be deemed to have accepted the notice. If the CITY rejects the notice, the CITY shall state in detail the reasons for its rejection. The Parties shall immediately meet and confer to address COR' concerns. Commercial Operation shall be deemed to have occurred on the date that the requirements for Commercial Operation are satisfied, which date may be earlier than the date on which the CITY accepts Seller's notice that Commercial Operation has occurred and/or the date on which any concerns that the CITY expresses in connection with Seller's notice are resolved; provided the Parties acknowledge or are deemed to have acknowledged, or it is determined through dispute resolution, that all such requirements for Commercial Operation have been satisfied on such earlier date.

4. Energy Price and Payments.

4.1 Energy Price.

The Energy Price shall be equal to the total fixed price of three point eight five cents (\$0.0385) per kWh_{AC}, as escalated annually by one percent (1.0%) effective on each anniversary of the Commercial Operation Date. Energy produced before commercial operation shall be paid at \$0.0385/kWh_{AC}.

Year 1	\$0.0385	Year 10	\$0.0421	Year 19	\$0.0458
Year 2	\$0.0389	Year 11	\$0.0425	Year 20	\$0.0463
Year 3	\$0.0393	Year 12	\$0.0429	Year 21	\$0.0468
Year 4	\$0.0397	Year 13	\$0.0433	Year 22	\$0.0473
Year 5	\$0.0401	Year 14	\$0.0437	Year 23	\$0.0478
Year 6	\$0.0405	Year 15	\$0.0441	Year 24	\$0.0483
Year 7	\$0.0409	Year 16	\$0.0445	Year 25	\$0.0488
Year 8	\$0.0413	Year 17	\$0.0449		
Year 9	\$0.0417	Year 18	\$0.0453		

4.2 Energy Payments.

The CITY shall make monthly Energy payments to Seller during the Operating Term, in the amounts calculated in the manner described in Section 4.1. Energy Payment equals Energy Price times Delivered Energy for the month.

4.3 Delivered Energy Reporting and Invoices.

On or about the tenth (10th) day of each month after Initial Synchronization and every month thereafter, and continuing through and including through the month following the end of the Term, Seller shall provide to the CITY (a) daily and hourly records of Metered Energy Amounts during the preceding month, (b) daily and hourly records of Delivered Energy during the preceding month and (c) an invoice for the Energy Price due for the Delivered Energy for the preceding month.

4.4 Payment.

The CITY shall pay the undisputed amount of Sellers invoices within thirty (30) days after receipt of the invoice. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including and including the due date to but excluding the date the delinquent amount is paid in full. Invoices may be sent by facsimile or e-mail as specified in Section 10.

4.5 Disputed Invoice.

In the event an invoice or portion thereof or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall be paid into escrow as mutually agreed upon by the Parties or held by Seller until the dispute is resolved. In the event adjustments to payments are required as a result of inaccurate meter(s), the CITY shall use corrected measurements to re-compute the amount due from the CITY to Seller during the period of inaccuracy. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible. Upon resolution of the dispute or calculation of the adjustment, any required payment shall be made within fifteen (15) days of such resolution along with interest accrued at the Interest Rate from and including the due date, but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment, but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 4.5 within twelve (12) months after the invoice is rendered by Seller and received by the CITY or any specific adjustment to the invoice is made. If an invoice is not rendered by Seller and received by the CITY within twelve (12) months after the close of the month during which performance under this Agreement occurred, the right to payment for such performance is waived.

5. Operations and Maintenance.

5.1 Operation.

During the Operating Term, Seller shall operate the Facility in accordance with Prudent Electrical Practices, Applicable Laws and the Permits and in a manner that does not materially adversely affect the CITY's Electrical System Integrity. It shall be Seller's responsibility to provide suitable protective equipment as it concerns the Facility, such as fuses, circuit breakers, and relays, to adequately protect the Facility's and COR's electric power equipment, and to ensure that the electric power interconnection for the Facility complies with all applicable legal, safety, and electrical code requirements.

5.2 Outages.

At least sixty (60) days prior to the estimated date of Initial Synchronization, Seller shall provide the CITY with an outage maintenance schedule for the Facility for the Facility's first year of operation.

Thereafter, Seller shall submit to the CITY annual outage maintenance schedules for the Facility no later than October 1 of each year that cover the twelve (12) month period starting January 1 and ending December 31 of the succeeding year and a long-term schedule that will encompass the immediately ensuing four (4) maintenance years.

The CITY shall provide written notice of any reasonable objections to the proposed then applicable annual outage maintenance schedule within ten (10) Business Days of COR's receipt thereof, and failure of the CITY to so object within such ten (10) Business Day period shall be deemed approval of the applicable annual outage maintenance schedule.

Seller shall furnish the CITY with reasonable advance notice of any change in the annual outage maintenance schedule.

Reasonable advance notice of any change in the annual maintenance schedule involving any shut down of the entire Facility is as follows:

<u>Scheduled Outage Expected Duration</u>	<u>Advance Notice to the CITY</u>
(a) Less than 2 days	at least 24 hours
(b) 2 to 5 days.....	at least 7 days
(c) Major overhauls (over 5 days)	at least 30 days

5.3 Operations Log.

Seller shall maintain an operations log, which shall include information on the actual average monthly and annual electric power output of the Facility, planned and unplanned maintenance outages, circuit breaker trip operations requiring a manual reset, partial de-ratings of equipment, and any other significant event related to the operation of the Facility. The operations record shall be available for inspection by the CITY upon reasonable advance written request, and Seller shall make the data available on a real-time basis by remote access to COR, if the CITY acquires the necessary equipment and software license to process the data by remote access.

5.4 Monthly Reports.

Seller shall provide to the CITY an electronic monthly report, no later than thirty (30) days after the end of each calendar month identified in the written request, regarding the operations of the Facility that shall include: all reporting information maintained in the operations record; and hourly electric power

output of the Facility. The monthly report shall also include an estimate of monthly electric power output.

5.5 Access Rights.

COR, its authorized agents, employees and inspectors shall have the right of ingress to and egress from the Facility at any time upon reasonable written notice and for any purposes reasonably connected with this Agreement, including verification of the Project's availability or unavailability. While at the Facility, the CITY shall not interfere with the operation or maintenance of the Facility, except in the exercise of COR's contract remedies hereunder unless the applicable cure period to remedy any noticed material default hereunder has expired. Other parties requiring access to photovoltaic equipment or data will coordinate with Seller and the site owner, IBEW.

6. Special Terms and Conditions.

6.1 Metering.

Energy deliveries under this Agreement shall be metered at the Delivery Point using a meter mutually approved by the Parties ("Meter") that is provided, installed, owned and maintained by COR. Seller shall be responsible and reimburse the CITY for any costs resulting from damages caused to the Meter that may be caused by the Facility's Energy generation. The CITY shall maintain the Meter according to the manufacturer's suggested maintenance and testing recommendations. The manufacturer's maintenance recommendations and the CITY maintenance records for the Meter will be made available to Seller upon reasonable written request. At Seller's or COR's written request but in no event any more frequent than every six (6) months during the term of this Agreement, an independent party shall be selected by the CITY to perform testing to verify the Meter's accuracy. If such tests reveal that the Meter provides readings with at least ninety-eight percent (98%) accuracy, no billing adjustments shall be made hereunder. If the tests reveal that the Meter provides readings that are less than ninety-eight percent (98%) accurate, billings for the previous months during such six (6) month testing period shall be adjusted accordingly. The cost of the Meter testing will be shared equally between the CITY and Seller. The CITY may replace the Meter at any time at the CITY sole expense if such replacement is consistent with Prudent Electrical Practice.

6.2 Access to Data and Reports.

If available during the Term, the CITY and Seller shall provide each other with access to real time CITY electric power system and Facility load data regarding their respective control procedures equipment and software.

7. Transmission.

No transmission interconnection is needed for this installation.

7.1 Delivery Point.

The CITY shall use its commercially reasonable efforts to permit Seller to have the Delivery Point at the primary terminal of the photovoltaic primary meter cabinet.

8. Representations and Warranties

On the Effective Date, each Party represents, warrants and covenants to the other Party that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- (d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending;
- (e) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;
- (f) No Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- (g) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement;
- (h) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement;
- (i) It has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of the Energy as contemplated in this Agreement; and
- (j) It shall act in good faith in its performance under this Agreement.

9. Term and Termination.

9.1 Term.

The Term shall commence upon the Effective Date and shall continue in effect through the end of the last day of the calendar month which is twenty-five (25) years after the Commercial Operation Date unless earlier terminated as provided in this Section 9.

9.2 Termination by Seller.

Seller shall have the right to terminate this Agreement by written notice of termination to the CITY if Seller reasonably determines that the solar resource is not sufficient for the Facility to have a rated Energy generation capacity of 3.2 MW_{AC} (net of the energy required to operate the Facility auxiliary equipment and to produce, transport and net of transmission losses to the Delivery Point).

9.3 Event of Default.

An “Event of Default” means, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

- (a) With respect to either Party:
 - (i) Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if:
 - (1) Such misrepresentation or breach of warranty is not remedied within ten (10) Business Days after Notice; or
 - (2) Such inaccuracy is not capable of a cure, but the non-breaching Party's damages resulting from such inaccuracy can reasonably be ascertained and the payment of such damages is not made within fifteen (15) Business Days after a Notice of such damages is provided by the non-breaching Party to the breaching Party.
 - (ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within thirty (30) days after Notice of such failure (or such shorter period as may be specified below), which Notice sets forth in reasonable detail the nature of the failure; provided that, if such failure is not reasonably capable of being cured within the thirty (30) day cure period specified above, the Party shall have such additional time (not exceeding an additional one hundred twenty (120) days) as is reasonably necessary to cure such failure, so long as such Party promptly commences and diligently pursues such cure;
 - (iii) A Party fails to make when due any payment in a material amount (including not making when due any material portion of the payment) required under this Agreement and such failure is not cured within five (5) Business Days after Notice of such failure;
 - (iv) A Party assigns this Agreement or any of its rights hereunder for the benefit of creditors other than a collateral assignment by Seller with respect to the financing of the Facility;
 - (v) A petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state if filed against a Party and is not dismissed within sixty (60) days of such filing, or the Party voluntarily taking advantage of any such law or act by answer; or (vi) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of

such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(b) With respect to Seller:

- (i) Seller fails to achieve Commercial Operation by the Commercial Operation Deadline and such failure is not cured within ninety (90) Business Days after Notice from the CITY; or
- (ii) Seller abandons the Facility (i.e., ceased construction or operation of the Facility or the Facility has ceased production and delivery of the Energy for a consecutive sixty (60) day period and such cessation is not a result of an event of weather or Force Majeure) and such abandonment is not cured within sixty (60) Business Days after Notice from the CITY.

9.4 Remedies.

If an Event of Default shall have occurred, there will be no opportunity for cure except as specified in Section 9.3. The Party claiming the Event of Default shall have the right:

- (a) To designate by Notice, a day for the early termination of this Agreement upon which date this Agreement and the Term shall terminate;
- (b) To immediately suspend performance under this Agreement until the Event of Default has been cured or this Agreement and the Term terminated; and
- (c) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

9.5 Post-Termination.

Except as provided elsewhere in this Agreement, upon termination of this Agreement, both Parties are relieved of their obligations and duties under this Agreement as of the date of termination; but all such obligations and duties, rights to performances, and rights to payments, accrued before such effective date shall remain in effect until fully satisfied.

10. Notices

Any notice provided for in this Agreement, or served, given or made in connection with this Agreement, shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by facsimile, courier service, or registered, first class certified U.S. mail, postage prepaid, addressed to the intended recipient Party as follows:

To Seller:
Potelco, Inc.
Attn: Gary Tucci
14103 Stewart Road
Sumner, WA 98390

To the CITY:
City of Richland Energy Services
Attn: Energy Services Director
505 Swift Blvd. MS-23
Richland, WA 99352

Telephonic, oral or e-mail notice may supplement notices provided in accordance with this Section 10, but shall not replace the formal notice and delivery obligations stated in this Section.

11. Force Majeure

11.1 Excused Performance.

A Party shall not be considered to be in default in the performance of any of its obligations under this Agreement, other than an obligation to make payment, when and to the extent such Party's performance is prevented by a Force Majeure that, despite the exercise of due diligence, such Party is unable to prevent or mitigate, provided the Party, as soon as practicable after becoming aware of the Force Majeure, declares the Force Majeure by giving a written notice (the "Force Majeure Notice") to the other Party and upon request by the other Party furnishes the other Party with a detailed description of the full particulars of the Force Majeure reasonably promptly (and in any event within fourteen (14) days after the request therefor), which shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The Party providing the Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time the Party shall promptly notify the other Party of the resumption of its obligations under this Agreement.

11.2 Commercial Operation Deadline.

If Force Majeure occurs prior to the Commercial Operation Deadline which prevents Seller from achieving Commercial Operation, then the Commercial Operation Deadline shall, subject to Seller's compliance with its obligations under Section 11.1, be extended on a day-for-day basis for the duration of the Force Majeure.

12. Indemnity

12.1 Indemnification.

Each Party as indemnitor ("Indemnitor") shall defend, save harmless and indemnify the other Party and the directors, officers, employees, agents, appointed and elected officials, if any, of such other Party (collectively, the "Indemnitees") against and from any and all third party actions or claims and related loss, liability, damage and costs, including reasonable attorneys' fees, for (a) injury or death to persons, including employees of either Party, and physical damage to tangible property, including property of either Party, to the extent arising out of or in connection with the negligence or willful misconduct of the Indemnitor relating to its obligations under this Agreement or (b) any breach made by the Indemnitor Party of its representations and warranties in Section 8.

12.2 Insurance.

The provisions of this Section 12 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

12.3 Assertion of Claims.

An Indemnatee seeking indemnification under this Section 12 shall give notice to the Indemnitor within ten (10) days of receipt of notice of the assertion of any action or claim (including discovery of any loss, damage or injury giving rise to any claim by the Indemnatee), or the commencement of any action, suit, or proceeding, in respect of which indemnity may be sought hereunder. Failure to give such notice shall

not relieve the Indemnitor of any liability hereunder, except that the Indemnitor shall be entitled to relief from its obligations under this Section 12 to the extent such failure to give such timely materially prejudiced the Indemnitor. The Indemnatee shall give the Indemnitor such information regarding the claim, action or proceeding as the Indemnatee may reasonably request. If a claim for indemnification arises from any action, suit or proceeding, the Indemnitor shall, at its expense assume the defense of such action, suit or proceeding, with counsel of its choice, reasonably satisfactory to the Indemnatee and the Indemnitor shall conduct the defense actively and diligently. The Indemnatee shall have the right, but not the duty, to participate in its own defense and to employ at its own expense counsel separate from counsel employed by the Indemnitor. The Indemnitor shall be liable for the fees and expenses of counsel employed by the Indemnatee if the Indemnitor has not assumed the defense thereof.

Whether or not the Indemnitor chooses to defend or prosecute any claim, the Indemnitees and the Indemnitor shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences as are reasonably required. The Indemnitor will not consent to the entry of any judgment on or enter into any settlement with respect to a claim without the prior written consent of the Indemnatee, which shall not be unreasonably delayed, conditioned or withheld, unless the judgment or proposed settlement involves only the payment of money damages by the Indemnitor and does not impose an injunction or other equitable relief upon the Indemnatee. The Indemnatee shall not consent to the entry of any judgment on or enter into any settlement with respect to any claim without the prior written consent of the Indemnitor, which shall not be unreasonably delayed, conditioned or withheld.

13. Insurance

During the Start-Up Period and the Operating Term, Seller shall obtain and maintain in force, insurance coverage in accordance with the requirements stated in Exhibit A, Insurance Requirements of COR, which is attached hereto and incorporated into this Agreement. Seller shall deliver to the CITY an insurance certificate evidencing the required coverage, limits and additional insured provisions as required by Exhibit B, which is attached hereto and incorporated into this Agreement.

14. Confidentiality

Each Party reserves any and all right, title and interest (including any proprietary rights) that it may have in or to any Confidential Information that it may disclose to the other Party under this Agreement. The Recipient Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Recipient Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that the Confidential Information of the Disclosing Party is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient Party or the Recipient Party otherwise knows or has reason to know that the same is Confidential Information of the Disclosing Party. The Recipient Party will use any Confidential Information of the Disclosing Party solely for the purposes for which it is provided by the Disclosing Party. This Section 14 will not be interpreted or construed to prohibit:

- (a) any use or disclosure which is necessary or appropriate in connection with the Recipient Party's performance of its obligations or exercise of its rights under this Agreement;

- (b) any use or disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Recipient Party uses reasonable efforts to give the Disclosing Party reasonable advance notice thereof (e.g., so as to afford the Disclosing Party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or
- (c) any use or disclosure made with the consent of the Disclosing Party. The Parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of the Agreement for a period of three (3) years from the end of the Term, except that as to any Confidential Information deemed a “trade secret” under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

15. Financing

Seller may assign this Agreement for the purpose of providing a security interest to its lender or other financing party in order to acquire financing for the Facility. Unless the Seller otherwise reimburses the CITY for its reasonable costs, including reasonable legal fees of an assignment, the assignment shall take substantially the following form: “The CITY hereby consents, subject to the conditions expressed below, to the assignment of the Power Purchase Agreement by and between Seller and COR, by Seller to the Assignee. The CITY consents to the assignment on the condition that the Assignee assumes all duties and obligations under the Power Purchase Agreement, and that the assignee (“Assignee”), or its agent, indemnify the CITY for any and all loss resulting from the Assignee’s failure to assume and carry out such duties and responsibilities (except COR’s consent is also subject to the condition that it shall in no way diminish COR’s rights, or increase its obligations under, the Power Purchase Agreement.”

Notwithstanding anything to the contrary set forth herein:

- (a) Seller’s lender or other financing party which is taking a security interest in this Agreement as part of Seller securing financing for the Facility, which lender or financing party will not be required to assume any indemnity or other obligations or duties under this Agreement incident to such consent to assignment); and
- (b) If Seller’s lender or other financing party requires an executed written consent to assignment of this Agreement, the CITY will provide the Seller’s lender or other financing party with the required consent to assignment. No other documents shall be provided by COR, nor shall the CITY be required to make any warranties or representations to assist the Seller in obtaining financing except to the extent reasonably required by the Seller’s lender or financing party in respect of securing financing for the Facility. Transfers or assignments of the Facility shall not relieve

Seller of any obligation hereunder except to the extent agreed to in writing by COR.

16. Limitations of Liability

Except to the extent included in indemnification obligations related to third party claims as provided in Section 12, neither Party hereunder shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party’s performance or non-performance under this Agreement,

whether based on or claimed under contract, tort (including such Party's own negligence) or any other theory at law or in equity.

17. Dispute Resolution

17.1 Management Negotiations.

The Parties shall attempt in good faith to resolve all disputes arising out of or related to or in connection with this Agreement promptly by negotiation, as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business.

Senior executives of both Parties shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they mutually agree, to attempt to resolve the dispute. The Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to the Parties' senior executives, or if no meeting of the Parties' senior executives has taken place within fifteen (15) days after such referral, either Party may initiate legal action for resolution of the dispute. All negotiations pursuant to this Section 17.1 are deemed confidential hereunder. Transfers or assignments of the Facility shall not relieve Seller of any obligation hereunder except to the extent agreed to in writing by COR.

17.2 Disputes and Adjustments of Invoices.

In the event an invoice or portion thereof or any other claim or adjustments arising hereunder is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state in sufficient detail the basis for the dispute or adjustment. Payment of the good faith disputed amount shall not be required until the dispute is resolved. The Parties shall continue performance under this Agreement during the period of such dispute, but shall not be precluded from exercising any other contract remedy provided for hereunder. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible in accordance with the provisions of this Section 17.2.

17.3 Injunctive Relief.

Notwithstanding anything in this Agreement to the contrary, each Party acknowledges and agrees that irreparable damage would occur in the event any of the provisions of Sections 17.1 or 17.2 were not performed in accordance with the terms thereof, that money damages may not be a sufficient remedy for any such breach and that the Parties shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for such breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Parties.

18. Miscellaneous

18.1 No Third Party Beneficiaries.

Nothing in this Agreement shall be construed to create any rights in, or grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or understanding established under this Agreement. Neither Party, by this Agreement, dedicates any part of the Facility to the public or to the service provided under this Agreement, nor affects the status of the CITY as an unregulated utility enterprise of a municipal corporation, or Seller as an individual or entity.

18.2 Several Obligations.

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

18.3 Governing Law; Venue.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Washington or the United States, as applicable, excluding any choice of law rules which may direct the application of the laws of another jurisdiction, as if executed and to be performed wholly within the State of Washington. The place of venue or trial for any claims or actions arising from this Agreement shall be located in Benton County, Washington, unless the Parties mutually agree to a different venue within Washington.

18.4 Captions and Terms.

All indexes, titles, subject headings, Section, titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The word "or" when used in this Agreement shall include the meaning "and/or" unless the context unambiguously dictates otherwise. The headings used herein are for convenience and reference purposes only. Words having well-known technical or industry meanings shall have such meanings unless otherwise specifically defined herein. Where days are not specifically designated as Business Days, they shall be considered as calendar days.

18.5 Amendment.

No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both Parties. Except to the extent provided for herein, no amendment or modification to this Agreement shall be enforceable unless reduced to a writing signed by all Parties.

18.6 Waiver.

The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

18.7 Survival of Obligations.

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination, including, without limitation, warranties, contract remedies, or indemnities.

18.8 Severability.

In the event any of the terms, covenants, or conditions of this Agreement, its Exhibits, or the application of any such terms, covenants, or conditions, shall be held invalid, illegal, or unenforceable by any court having jurisdiction, all other terms, covenants, and conditions of the Agreement and their application not adversely affected thereby shall remain in force and effect, provided that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

18.9 Entire Agreement.

The terms and provisions contained in this Agreement and referenced documents constitute the entire agreement by and between the CITY and Seller and shall supersede all previous communications, representations, or agreements, either verbal or written, between the CITY and Seller with respect to the purchase and sale of Energy from the Facility.

18.10 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors-in-interest, legal representatives, and assigns.

18.11 Exhibits.

This Agreement includes Exhibits A, B, and C, which are attached hereto, and incorporated by reference herein. Exhibits may from time-to-time be changed upon mutual written agreement of the Parties, which agreement shall not be unreasonably withheld.

18.12 Forward Contract.

The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that the CITY and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

18.13 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

18.14 Interpretation.

This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

[This page is intentionally left blank. The next page is the signature page.]

IN WITNESS WHEREOF, each Party represents that it has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to sign this Agreement.

POTELCO, INC

CITY OF RICHLAND

Signature: _____

Signature: _____

By: Gary Tucci
Title: CEO

By: Cynthia D. Reents
Title: Richland City Manager

Date: _____

Date: _____

Exhibit A

Insurance Requirements

1. Prior to the Startup Period, Seller shall secure and maintain all insurance required as set forth in Exhibit B which is attached to this Agreement and incorporated herein by reference.
2. Seller shall maintain in effect at all times during the Startup Period and the Operating Term, insurance in accordance with the applicable laws relating to workers' compensation and employers' liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under the law.
3. Insurance coverage and limits shall be at a level deemed appropriate by the CITY as reflected in Exhibit B (which is attached hereto and incorporated herein by reference) for the risks associated with the Facility contemplated by this Agreement. Required insurance coverage's are to be purchased at Seller's own expense.
4. Seller shall notify the CITY of any reduction of the aggregate limits under any of the required insurance policies, and if requested in writing, purchase additional limits of coverage as may be deemed appropriate by the CITY in order to satisfy Seller's insurance obligations under Exhibit B to this Agreement.
5. Seller shall maintain such insurance in full force and effect at all times during the Startup Period and the Operating Term and shall maintain completed operations coverage, for one (1) year after the expiration or termination of this Agreement.
6. Seller shall ensure that any policies of insurance that Seller or any of its subcontractors and suppliers carry as insurance against loss of or damage to Seller's, subcontractors' and / or Seller's property (including, but not limited to, tools, equipment, vehicles, watercraft and aircraft) or against liability for property damage or bodily injury (including death) shall:
 - (a) Be placed with such insurers and under such forms of policies as may be reasonably acceptable to COR.
 - (b) With the exception of workers' compensation and employers' liability,
 - (i) be endorsed to name the CITY as an additional insured; and
 - (ii) apply severally and not collectively to each insured against whom claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase COR's limits of liability as set forth in the insurance policy.
 - (c) Include within automobile coverage(s): owned, non-owned, hired and borrowed vehicles.
 - (d) Be primary insurance with respect to the interest of the CITY as an additional insured with any insurance maintained by the CITY as excess and not contributory insurance with the insurance required under this Agreement.
 - (e) Include a waiver of the insurer's right of subrogation against the CITY. Seller also hereby waives all rights of subrogation against the CITY.

- (f) Provide that the policies will not be cancelled or their limits or coverage reduced or restricted without at least thirty (30) days prior written notice to the CITY.
- 7. Seller shall instruct and require its insurance agent/broker to complete and return an insurance certificate, in an ACORD form, as evidence that insurance policies providing the required coverage, limits and additional insured provisions as outlined within this Exhibit B are in full force and effect. Seller shall be fully responsible for all deductibles and self-insured retention's related to insurance provided herein. Prior to commencement of work, the completed insurance certificate form is to be returned to the CITY in accordance with the notice provisions included herein.
- 8. The insurance requirements of this Agreement and acceptability to the CITY of insurers and insurance to be maintained by Seller, its subcontractors/suppliers, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the insured under this Agreement. Seller is fully and solely responsible for the level of insurance coverage it requires of its subcontractors and suppliers. The CITY will look to Seller and thereby Seller's insurer for coverage for claims arising from the negligent acts or omissions of Seller or any subcontractor/supplier of Seller's choosing.

Exhibit B

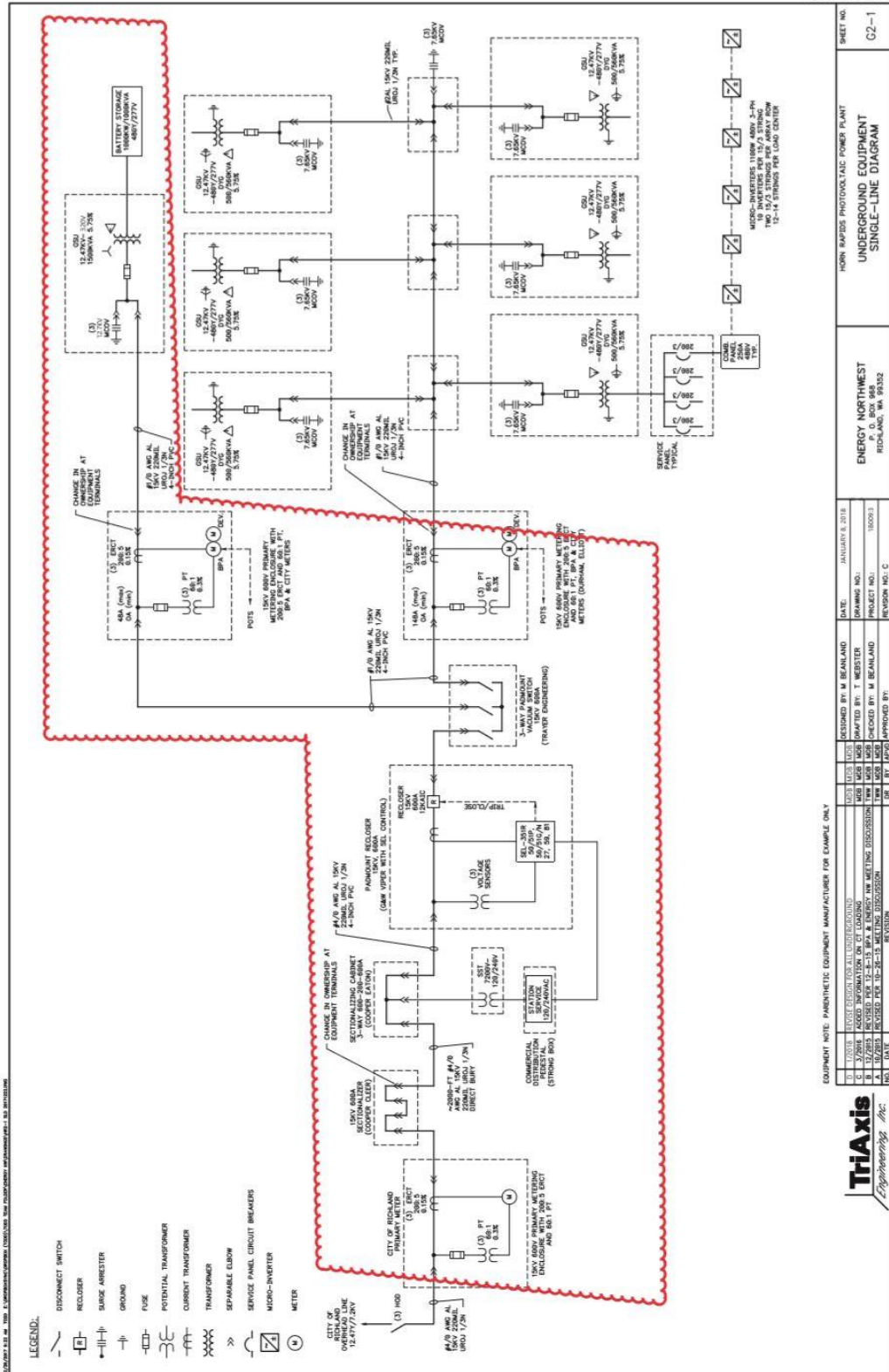
Minimum Insurance Requirements for Qualifying Facility Contracts:

On an ACORD Form, evidence of the following coverages:

- \$1,000,000 General Liability
- \$2,000,000 Aggregate Liability
- \$1,000,000 Automobile Liability
- Statutory Worker's Compensation

Exhibit C

Single Line Diagram





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 148-18, Authorizing a Street Latecomer Agreement with Richland 132, LLC for segments of Bellerive Drive and Center Parkway

Department:
Public Works

Ordinance/Resolution Number:
148-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 148-18, authorizing the City Manager to sign and execute a street latecomer agreement with Richland 132, LLC for segments of Bellerive Drive and Center Parkway.

Summary:

The South Richland Collector Financing Plan, codified in Richland Municipal Code Section 12.03, promotes the orderly construction of necessary collector roads in portions of South Richland. The collected fees are used to construct planned collector roads and other traffic improvement projects within the fee area.

Properties within the impact fee zone that have planned collector roadways crossing their property are required to construct collector roadways as a condition of their development. Consistent with this approach, the Clearwater Creek subdivision was required to construct segments of Bellerive Drive and Center Parkway. To date, the developer has completed Bellerive Drive and the majority of Center Parkway. The developer has not yet constructed the final portion of Center Parkway to the west side of the development.

The developer has provided the City with actual design, right-of-way, and construction costs for the completed road segments. The City Engineer has reviewed the costs for these roadways and evaluated the costs against the impact fee to be assessed to the developer's subdivisions. The City Engineer has determined that the submitted costs are eligible for reimbursement and exceed the developer's fee obligations. The City Engineer has determined, therefore, that a latecomer agreement is appropriate to fulfill the purpose of the impact fee program.

The proposed agreement will reimburse the developer from a fraction of future impact fee program revenue. This feature protects the City in that payments to the developer are limited to impact fee revenue only and cannot burden the City's other revenue sources. The parties intend to negotiate an amendment to this agreement once the final segment of Center Parkway is complete and actual costs are documented. Staff recommends approval of Resolution No. 148-18.

Fiscal Impact:

The total cost to be reimbursed under the proposed agreement is \$1,159,545.48. After execution of the agreement, the City will make a one-time payment of \$40,000 from the existing program reserves, currently at \$125,158 for Zone I. Subsequent reimbursements will occur on a quarterly basis at the rate of 14.65% of Zone I revenue from the South Richland Collector Impact Fee Program.

Attachments:

1. Resolution No. 148-18
2. Latecomer Agreement - Richland 132, LLC - Center Pkwy

RESOLUTION NO. 148-18

A RESOLUTION of the City of Richland authorizing a collector street latecomer agreement with Richland 132, LLC for construction of segments of Bellerive Drive and Center Parkway.

WHEREAS, Chapter 12.03 of the Richland Municipal Code (RMC) establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan establishes a street assessment reimbursement area; and

WHEREAS, property development projects within the street assessment reimbursement area are required to construct the planned street improvements as a condition of development; and

WHEREAS, property development projects within the street assessment reimbursement area jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, Chapter 12.03 RMC authorizes expenditure of collected impact fees to acquire right-of-way and to finance the design and construction of arterial collector streets; and

WHEREAS, the City previously approved the final plats for Clearwater Creek phases 1, 3, 4, and 6, and a separate segment of Center Parkway at the Amon Crossing within the South Richland Collector Street Assessment reimbursement area; and

WHEREAS, construction plans have been approved, and construction permits have been issued for the approved Clearwater Creek phases, which include a segment of Center Parkway from Steptoe Street to the west end of Clearwater Creek, and Bellerive Drive from Claybell Park south to Center Parkway; and

WHEREAS, the Developer has not yet constructed the final portion of Center Parkway through Phase 6 from Wishkah Drive to the west side of Clearwater Creek. Once constructed and actual costs are calculated, this segment will be incorporated by addendum to this agreement; and

WHEREAS, the Developer has provided, and the City Engineer has reviewed and validated, the estimated costs of right-of-way, engineering and construction for these segments. The City Engineer has determined that the anticipated costs exceed the traffic impact fee obligation for the Developer's projects; and

WHEREAS, pursuant to Chapter 12.03 RMC, the Developer is eligible to recover the costs of eligible improvements from the funding program; and

WHEREAS, the City and the Developer have negotiated a latecomer agreement providing for reimbursement of the Developer's actual costs from the future program revenues; and

WHEREAS, latecomer agreements for street improvements are expressly authorized pursuant to Chapter 35.72 RCW; and

WHEREAS, staff recommends the negotiated agreement as it is in the City's best interest to promote the timely and orderly construction of its collector street system.

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 South Richland Collector Street Latecomer Agreement with Richland 132, LLC for construction of segments of Bellerive Drive and Center Parkway.

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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

WHEN RECORDED RETURN TO:

City of Richland
City Engineer
505 Swift Blvd. MS-26
Richland, WA. 99352

SOUTH RICHLAND COLLECTOR STREET LATECOMER AGREEMENT

This Agreement is made this ____ day of _____, 2018 between the **City of Richland**, a municipal corporation ("City"), with service at 505 Swift Blvd., Richland, WA 99352, and **Richland 132, LLC**, an Oregon limited liability corporation ("Developer"), with service at 2464 SW Glacier Pl., Ste.110, Redmond, Oregon 97756. City and Developer are referred to collectively as the "parties."

I. RECITALS

WHEREAS, Section 12.03 of the Richland Municipal Code (RMC) establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan establishes a street assessment reimbursement area; and

WHEREAS, property development projects within the street assessment reimbursement area are typically required, as a provision of the City's preliminary plat approval, to construct the planned street improvements as a condition of development; and

WHEREAS, property development projects within the street assessment reimbursement area jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, the City approved Developer's proposed development, the preliminary plat of Clearwater Creek, in June, 2014. This development necessitated the construction of Bellerive Drive and Center Parkway, two roads identified in the City's collector street financing plan; and

WHEREAS, the City-approved conditions for Developer's project include the requirement to dedicate right-of-way, provide design, and construct portions of Center Parkway and Bellerive Drive as arterial collector streets to provide access to and through the subdivision as no other City streets exist to serve them; and

WHEREAS, Section 12.03 of the Richland Municipal Code authorizes expenditure of collected impact fees to acquire right-of-way, and to finance the design and construction of arterial collector streets; and

WHEREAS, Developer has provided, and the City Engineer has reviewed and approved, estimates of the cost of the Center Parkway and Bellerive Drive rights-of-way, design fees, and construction for the roadways included in the Developer's construction plans. The City Engineer has determined that these costs exceed the traffic impact fee obligation for Developer's various phases; and

WHEREAS, Developer wishes to be reimbursed for the costs of constructing the portions of Center Parkway and Bellerive Drive that are in excess of the project's South Richland Collector Street Financing Plan fee obligation; and

WHEREAS, the City wishes to provide the reimbursement sought by Developer as part of its strategy to promote construction of collector streets in the South Richland Collector Street Plan; and

WHEREAS, Chapter 35.72 RCW authorizes the City to contract for construction of streets required to service development, and to enter into latecomer reimbursement agreements.

NOW THEREFORE, in consideration of the construction of a portions of Center Parkway and Bellerive Drive within the South Richland Collector Street assessment reimbursement area, and Developer's constructing and dedicating said streets as a part of the City's South Richland collector street system, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

II. AGREEMENT

1. Arterial Collector Street - Acceptance by City.

The City has approved construction of the portions of Center Parkway and Bellerive Drive lying entirely within the Clearwater Creek subdivision. These two segments of roadway represents 14.65 percent, by estimated value in the assessment financial model, of the street improvements in the Zone 1 assessment reimbursement area. The City intends to accept these street facilities as City streets once construction is completed to the City's standards. After the construction warranty has expired, the City agrees to bear all further maintenance and operation costs of said streets.

Developer is required to complete an additional segment of Center Parkway, west of Wishkah Drive, under the terms of its preliminary plat approval. This additional segment is included in the value descriptions included above. On a future date, the parties intend to negotiate an amendment to this Agreement to capture the additional actual costs of this road segment in the balance owed under this Agreement. See Section 2 below. Said amendment may be executed administratively by the City Manager without further Council action.

2. Cost of Streets.

The Developer has presented to the City Engineer documentation showing the actual costs for right-of-way, design, and construction of said streets, except for the segment of Center Parkway west of Wishkah Drive. This remaining segment of Center Parkway will be constructed in the future and be accounted for through the amendment referenced in Section 1 above. The City Engineer has validated the cost values as valid for the completed work.

The City and Developer agree that the portion of the total cost of said streets that are reimbursable under the provisions of Title 12.03 RMC consists of the following:

Center Parkway Design Engineering & Surveying	\$ 103,108.43
Center Parkway Right-of-Way	\$ 448,618.00
Center Parkway Construction	\$ 678,244.22
Bellerive Drive Design Engineering & Surveying	\$ 50,003.98
Bellerive Drive Right-of-Way	\$ 59,577.00
<u>Bellerive Drive Construction</u>	<u>\$ 125,624.01</u>
Total Construction cost	\$1,465,175.64

The above identified costs do not include the right-of-way, design or construction for the incomplete section of Center Parkway west of Wishkah Drive. Developer commits to completing design and construction of this incomplete road segment no later than December 31, 2020. At the time of this Agreement, the parties estimate the eligible cost of right-of-way, design and construction for this currently incomplete road segment at approximately \$425,000. The parties intend to negotiate an amendment to this Agreement within 180 days of completion of construction of the currently incomplete segment to add the eligible actual costs of right-of-way, design and construction for this road segment to the balance owed under this Agreement.

3. Accumulated Credits

Developer previously platted Phases 1 through 6 of the Clearwater Creek subdivision consisting of 179 single family lots. Of those lots, 111 drew building permits before August 1, 2018. Before August 1, 2018, the traffic impact fee under RMC 12.03 for lots in this area was \$1,533.56. After August 1, 2018, the traffic impact fee under RMC 12.03 for lots in this area was \$1,991.25. The City has not and will not assess traffic impact fees for lots in the the above noted final plats within Clearwater Creek. These uncharged traffic impact fees constitute a credit against the eligible Total Construction Cost identified in Section 2 above. The amount of the credit is equal to **\$305,630.16** (111 lots x TIF before 8/1/2018 plus 68 lots x TIF after August 1, 2018). After accounting for these credits, the amount remaining due Developer is **\$1,159,545.48**.

For each future final plat within Clearwater Creek, the City commits to foregoing the assessment of a traffic impact fee for the lots platted. The City will calculate a credit associated with the lots in each final plat phase based on the traffic impact fee authorized by RMC 12.03 at the time of final plat approval. This credit will be deducted from the then-current reimbursement amount under this Agreement. When payments are disbursed on a quarterly basis, City will also notify Developer of the accumulated credit total.

Developer owns commercially zoned properties within the boundaries of the Clearwater Creek preliminary plat. When a building permit is issued for development of Developer's commercially zoned property, Developer may notify the City of its decision to apply traffic impact fees due from the commercial development against the outstanding balance owed under this Agreement. This notification must be provided in writing to City prior to permit issuance of any commercial development project. The City is under no obligation to apply a credit unless notified in writing by Developer.

4. Payments required.

The City hereby agrees that these street improvements will benefit properties within the street assessment reimbursement area defined in the South Richland Collector Street Financing Plan. Future developments within the street assessment reimbursement area shall pay a fair prorated share of Developer's costs through payment of the traffic impact fee.

5. Repayment.

The City agrees to reimburse Developer as follows:

- a. The City will pay Developer \$40,000 from the existing balance of Zone 1 impact fee reserves within 30 days of execution of this Agreement.
- b. The City will pay Developer 14.65% of the traffic impact fee revenue from the South Richland Collector Street Fund collected in Zone 1. Payments will be made within 30 days of the end of each calendar quarter, and shall be based on that quarter's revenue. The quarters will end on March 31, June 30, September 30, and December 31.
- c. Each quarter when a payment is processed according to this section, the City will calculate a credit against its remaining obligation equal to the number of lots platted during the previous quarter multiplied by the Zone 1 traffic impact fee. This calculated credit will be communicated to Developer in the payment transmittal. Credits will reduce the City's future payment obligations under this Agreement.
- d. Total payments to Developer from the South Richland Collector Street Fund will not exceed the actual costs of the street as determined in Section 2 above minus the credits accumulated as described in Section 3. On June 30 of each year, City will adjust the unpaid balance upward by 3%.

6. Term.

This Agreement shall continue in full force and effect for a maximum of fifteen (15) years from the date of execution, or until the balance owed is paid in full, whichever occurs first. Nothing in this Agreement shall be construed to guarantee payment in full to Developer, and the City makes no such assurances.

7. Required Notification.

Pursuant to RCW 35.72.020(3), every two (2) years from the date of execution of this Agreement, Developer or any assign who is entitled to recover under this Agreement shall notify the City of the current contract name, address and telephone number of the person, company or partnership that originally entered into this contract. Such notice must be received by the City within sixty (60) days of the time specified in this section, and shall be directed as follows:

City of Richland
Attn: Public Works Director
505 Swift Blvd. MS-26*
Richland, WA 99352

**City's mailing address will change in 2019. After July 2019, please find the City's current mailing address on the City's website.*

Failure to comply with this notice requirement shall result in the City retaining any reimbursement funds owed to the property owner under this Agreement.

8. Recording.

This Agreement shall not be enforceable against any party unless Developer has caused the same to be filed and recorded with the Benton County Auditor.

9. Governing Law/Forum Selection.

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement. Developer expressly consents to personal jurisdiction in Benton County Superior Court.

10. Severability.

In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

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

CITY OF RICHLAND

RICHLAND 132, LLC

Cynthia D. Reents, City Manager

By: _____

Its: _____

Attest:

Marcia Hopkins, City Clerk

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 166-18, Authorizing Submission of a Grant Application to the Washington State Recreation and Conservation Office

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

166-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 166-18, authorizing submission of a Washington State Recreation and Conservation Office Grant application for a Non-Highway and Off-Road Vehicle Activities (NOVA) grant for the Richland ORV Park.

Summary:

The Washington State Recreation and Conservation Office (RCO) offers competitive grant funding for a variety of park and recreation projects throughout the state. This grant application will be submitted on behalf of HRMC, Inc., who manages the ORV Park, as RCO regulations and policies require the property owner to submit grant applications.

The grant application is in the Non-Highway and Off-Road Vehicle Activities (NOVA) maintenance category. This category provides funds for ongoing maintenance and operation of off-road vehicle facilities.

If awarded, the grant will provide operating and maintenance funding for ORV Park maintenance for a two-year period. The grant monies will be used to improve one-half of the access road through the ORV Park as it has deteriorated since constructed in the 1980s, and is in need of reconstruction to provide safe and convenient access. Staff anticipates applying for additional NOVA funds in the future to complete the remaining section of road.

Staff recommends approval of Resolution No. 166-18.

Fiscal Impact:

The City is requesting \$200,000 from the Non-Highway and Off-Road Vehicle Activities (NOVA) grant category. The required match will be provided by HRMC, Inc. consisting of in-kind service of material, equipment and labor.

Attachments:

- I. Resolution No. 166-18

RESOLUTION NO. 166-18

A RESOLUTION of the City of Richland authorizing a grant application to the Washington State Recreation and Conservation Office for funding to operate and maintain the Richland Off-Road Vehicle Park.

WHEREAS, the City of Richland owns a park known as the Off-Road Vehicle Park ("ORV Park"); and

WHEREAS, the City contracts with Horn Rapids Motorsports Complex, Inc. ("HRMC") to operate and maintain the ORV Park; and

WHEREAS, the Washington State Recreation and Conservation Office (RCO) has issued a call for grant programs in the Non-highway and Off-Road Vehicle Activities (NOVA) category; and

WHEREAS, operation and maintenance funds are needed at the ORV Park to reconstruct a deteriorated interior road (the "Project"); and

WHEREAS, HRMC will provide the necessary grant match requirements; and

WHEREAS, park lessees and operators are ineligible to apply for RCO grants; and

WHEREAS, property owners are eligible to apply for RCO grants; and

WHEREAS, through this Resolution No. 166-18, the Richland City Manager is authorized to act as the authorized representative on behalf of Richland to legally bind the City with respect to the above Project for which it seeks grant funding assistance managed through the Recreation and Conservation Office ("Office").

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

Section 1. Richland has applied for or intends to apply for funding assistance managed by the Office for the above Project.

Section 2. City Manager Cynthia D. Reents is authorized to act as a representative/agent for the City of Richland with full authority to bind the organization regarding all matters related to the Project, including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of Richland, (3) sign any amendments thereto on behalf of Richland, (4) make any decisions and submissions required with respect to the Project, and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

Section 3. Richland has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at:

<https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>.

Richland understands and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if Richland's representative/agent enters into a project agreement on Richland's behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above-authorized representative/agent before execution.

Section 4. Richland acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

Section 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on Richland's part.

Section 6. Richland understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of Richland.

Section 7. Richland further understands that prior to Richland's authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Richland accepts the legal obligation that it shall, prior to execution of the project agreement(s), confer with its authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. Richland also acknowledges and accepts that if its authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with Richland's authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the Project referenced above.

Section 9. Richland acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal

venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on Richland upon execution by its representative/ agent.

Section 10. If match is required for the grant, Richland understands Richland must certify the availability of match at least one (1) month before funding approval. In addition, Richland understands it is responsible for supporting all non-cash matching share commitments to this Project should they not materialize.

Section 11. Richland acknowledges that if it receives grant funds managed by the Office, the Office will pay Richland on only a reimbursement basis. Richland understands reimbursement basis means that Richland will only request payment from the Office after Richland incurs grant eligible and allowable costs and pays them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

Section 12. Richland acknowledges that any property owned by Richland that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or the Office in writing and per the project agreement or an amendment thereto.

Section 13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Section 14. Richland warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of its organization and applicable laws and policies and that Richland has full legal authority to commit Richland to the warranties, certifications, promises and obligations set forth herein.

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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 167-18, Approving an Application for Funding from the Business License Reserve Fund to Construct ADA-Compliant Traffic Signal Improvements

Department:

Community Development Services

Ordinance/Resolution Number:

167-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 167-18, authorizing the City Manager to sign and execute an agreement with City of Richland Public Works Department for use of Business License Reserve Fund funding to install ADA-compliant traffic signal improvements.

Summary:

On March 26, 2018, the Economic Development Committee (EDC) approved additional funding in the amount of \$16,460 for the 2018 Commercial Improvement Program. The EDC's hope was that additional funding above the initial \$50,000 funding recommendation would allow more businesses to take advantage of the facade improvement grant. To date, no additional applications for facade improvements have been received. Further, staff believes that there is not enough time remaining in 2018 for a business to take advantage of 2018 funding.

As a result, a request from the City's Public Works Department to utilize the remaining 2018 funds for needed sidewalk repairs and ADA-compliant traffic signal improvements was brought before the EDC for consideration.

At a recent meeting, the EDC recommended approval of Public Works' application to utilize the remaining Business License Reserve Fund funding for ADA-complaint wheelchair ramps throughout the City.

Staff recommends approval of Resolution No. 167-18.

Fiscal Impact:

The remaining 2018 Business License Reserve Fund funding, totaling approximately \$25,000, will be exhausted.

Attachments:

1. Resolution No. 167-18
2. Public Works - 2nd Round

RESOLUTION NO. 167-18

A RESOLUTION of the City of Richland awarding the distribution of funds from the Business License Reserve Fund.

WHEREAS, Richland Municipal Code (RMC) 5.04.385 establishes a reserve funded through a portion of business license fees known as the Business License Reserve Fund; and

WHEREAS, the Business License Reserve Fund is used to promote business activities in support of core development, tourism, general economic development, capital expenditure for community improvements, and the prevention of blight; and

WHEREAS, approximately \$25,000 of funding in the Business License Reserve Fund remains available for projects in 2018; and

WHEREAS, on October 29, 2018, the Economic Development Committee (EDC) recommended that the remaining funds be allocated toward installing ADA-compliant wheelchair ramps throughout the City of Richland. These improvements are a component of an ongoing City-wide project managed by the City's Public Works Department.

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 Business License Reserve Fund funding agreement for installation of ADA-compliant wheelchair ramps throughout the City.

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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



Business License Reserve Program

Application

Eligible Applicant Agency

- | | |
|---|---|
| ☐ Tri-City Regional Chamber of Commerce | ☐ Downtown Business Improvement District |
| ☐ Tri-City Visitor and Convention Bureau | ☐ Uptown Business Improvement District |
| ☒ City of Richland Department | |

If a City Department, indicate which department, division, and committee.

Public Works Department

Agency Address	840 Northgate Dr	Agency Telephone	509-942-7500
Contact Person	Pete Rogalsky	Contact Title	Public Works Director
Contact Phone	509-942-7500	Contact Email	progalsky@ci.richland.wa.us
Project Title	ADA Compliance/Sidewalk Repair Program	Amount Requested	\$25,000

1) Please explain how your organization supports the enhancement of the local business community and the improvement of the environs of the City of Richland. Attach additional pages as necessary.

The City of Richland Public Works Department is committed to enhancing the City landscape by improving and maintaining the City's infrastructure.

2) Please provide a brief description of the proposed project, including a timetable for implementation. Attach additional pages as necessary

Since 2015, the City has been developing an ADA transition plan to identify systematic replacement of non-ADA compliant pedestrian ramps. Staff has been using preliminary drafts of that plan to guide program work. The formal plan will be completed in 2019. This program repairs and/or replaces handicap ramps, install Accessible Pedestrian Signal systems at signalized intersections, and eliminates barriers to pedestrian mobility. The program is key to the City's strategy to comply with the Americans with Disabilities Act by addressing pre-existing facilities that do not comply with the current design standards. The City's traffic signal cameras are outdated and need upgraded to continue providing safe, reliable mobility. Monies received from the Business License Reserve program will be used to pay for sidewalk improvements, the construction of ADA compliant wheelchair ramps and traffic signal cameras through the City, allowing for improved mobility to all Richland residents.

3) What business activities does the proposed project promote? Check all that apply.

- | | |
|---|--|
| ☒ Core Development | ☒ General Economic Development |
| ☒ Tourism | ☐ Prevention of Blight |
| ☒ Capital Expenditures for Community Improvements | |

3a) Please explain how your proposal carries out each business activity identified above. Attach additional pages as necessary.

This program will result in improved pedestrian safety and mobility as current obstacles to pedestrian travel are removed. The program will allow access to the Richland Central Business District as well as river access and to the Urban Greenbelt Trail. By making the improvements within the City, the City will be able to enhance marketability of redevelopment and development within the City by creating a pedestrian friendly area that is more walkable and accessible with ADA compliant wheelchair ramps. This will allow access to nearby restaurants and activities for tourists and residents alike.

3b) If a City Department, please explain the program or capital expenditure and note whether other sources of revenue are being utilized.

The other sources of funding include the Real Estate Excise Tax 2nd ¼ and the CDBG Funds

4) How does this project support Richland's business community?

Improving accessibility throughout the city will be good for the business and recreation community.

5) Is the project a collaboration with other agencies or organizations? Please provide the names of the other agencies and describe the relationship.

N/A

6) Can the project be completed within the award year? Please explain.

Yes, the project will be designed and constructed in 2018.

Revenue (Attach additional pages as necessary)

Source	Amount
Real Estate Excise Tax 2nd 1/4	\$10,000
Business License Reserve Program	\$25,000
CDBG Funds	\$101,250
Click or tap here to enter text.	\$Click or tap here to enter text.
Click or tap here to enter text.	\$Click or tap here to enter text.
Click or tap here to enter text.	\$Click or tap here to enter text.
Total	\$Click or tap here to enter text.

Expenses (Attach additional pages as necessary)

Source	Amount
Project Design	\$15,000
Construction Administration	\$10,000
Construction	\$111,250
Click or tap here to enter text.	\$Click or tap here to enter text.

Click or tap here to enter text.	\$Click or tap here to enter text.
Click or tap here to enter text.	\$Click or tap here to enter text.
Total	\$136,250

You may use additional pages if necessary to complete the application. Please attach any additional information about the project or your organization that you believe is relevant to this application.

APPLICATION CRITERIA
The Economic Development Committee annually determines criteria for the award of program funds. The committee utilizes these criteria to assist in determining whether applications make a good faith effort to reinforce annual goals for public/private redevelopment, economic development, and investment. Applicants shall make every effort for their project to support each criteria, but the Economic Development Committee may consider other factors if not all criteria are met.

 CRITERIA CONSIDERED
Physical
☒ The project retains, enhances, or has no negative effect on Richland's natural resources (rivers, trails, recreation areas, parks, natural open space)
☒ The project is accessible to or benefits all members of the public
☒ The project improves or does not otherwise inhibit access to any Richland business
☒ The project targets positive development of the Richland Central Business District and/or outlying nodal areas of commerce
☒ The project enhances existing plans, strategies, and development by the City of Richland
Programmatic Goals
☒ The project promotes social and cultural diversity
☒ The project enhances or has no negative impact on locally produced foods, wares, or agriculture
Relationship Building
☒ The project has the support of or otherwise does not negatively impact any Business Improvement District
☒ The project promotes collaboration between multiple regional entities
Legal
☒ The project does not violate any Richland Municipal Code
☒ The applicant clearly states the nature of the project and how it supports business activities for the purposes authorized herein.

By signing below, you are affirming that you:

- Have read the Business License Reserve Program Guidelines and Procedures document
- Are aware of the limitations of this program
- Certify that requested funds will only be used for purposes as described in this application and/or as approved by the City of Richland
- You understand that use of funds is subject to audit by the State of Washington
- Will submit, if approved for award, a detailed project schedule and updated budget within 30 days of receipt of a fully executed contract



Signature

Pete Rogalsky

Printed Name

10/23/2018
Click or tap here to enter text.
Date

Application Submittal

Applications completed digitally:

- Applications that were completed digitally may be saved and sent via email to info@richlandbusiness.com
- Save your application with a different file name than the original
- Attach any accompanying documentation as a separate attachment, saved as a PDF or JPG

Applications completed handwritten:

- Applications that are handwritten may be sent via email, dropped off, or mailed
- If sent via email, please legibly scan your document as a PDF
- If dropped off, bring to 840 Northgate Drive in Richland
- If mailed, mail to:

Richland BEDO
Attn: Redevelopment Project Manager
505 Swift Boulevard, MS-18
Richland, WA 99352



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 168-18, Approving a Purchase and Sale Agreement with JJA Properties, LLC

Department:

Community Development Services

Ordinance/Resolution Number:

168-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 168-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with JJA Properties, LLC for the purchase of 3.03 acres in the Horn Rapids Business Center.

Summary:

JJA Properties, LLC is proposing to purchase 3.03 acres in the Horn Rapids Business Center along the northeast corner of the new Henderson Loop West and new Sullivan Street for the development of light industrial tenant buildings with offices and warehousing.

The purchase price is \$1.75 per square foot for the 3.03 acres of property, amounting to estimated gross proceeds of \$230,977. 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.

JJA Properties, LLC submitted a Letter of Intent to purchase Horn Rapids property prior to Economic Development's temporary suspension of accepting purchase offers while new land prices for City-owned properties were under consideration by the Economic Development Committee and the City Council.

The City will retain a repurchase right if an application for approval of building plans is not submitted to the City within eight (8) months of closing, and if construction of a light industrial building does not begin within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee, who provided a favorable recommendation. Staff also recommends approval of Resolution No. 168-18.

Fiscal Impact:

The purchase price is \$1.75 per square foot with estimated gross proceeds of \$230,977 for the 3.03 acres. Net proceeds after closing will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 168-18
2. Purchase & Sale Agreement - JJA Properties LLC
3. Letter of Intent - JJA Properties, LLC
4. Proposed Building Design
5. Site Map

RESOLUTION NO. 168-18

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

WHEREAS, the City of Richland is the owner of 3.03 acres of City-owned surplus property, described as Parcels G, H, and J of Binding Site Plan No. 2056, located along the north side of Henderson Loop West in the Horn Rapids Business Center; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Chapter 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 3.03 acres of business center property is available for sale at \$1.75 per square foot, for a total price of \$230,977; and

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

WHEREAS, at its November 26, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 3.03 acres of City-owned surplus property in the Horn Rapids Business Center to JJA Properties, LLC for the total sale price of \$230,977.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all related documents necessary for the sale of property to JJA Properties, LLC as identified herein.

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 4th day of December, 2018.

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

Re: Properties at Henderson Loop West and Sullivan Street

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **JJA PROPERTIES, LLC**, an Oregon limited liability company (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property known as Parcels G, H, and J of Binding Site Plan No. 2056, City of Richland, Benton County, Washington, which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property 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.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be Two Hundred Thirty Thousand Nine Hundred Seventy-Seven Dollars and No Cents (\$230,977) (the “Purchase Price”). 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 Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of Five Thousand Dollars and No Cents (\$5,000) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. 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 terminates this Agreement during the Due Diligence Period (as defined in Section 5.0 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed 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; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

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

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from 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.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Seller, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Purchaser.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) 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 subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, 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 (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

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

(a) From the Effective Date 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 which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, 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.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date 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 materially 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.

(a) 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 Agreement and such other documents will have been, or will be, taken.

(b) 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.

(c) 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.

(d) 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.

(e) To Seller's knowledge, 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.

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

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

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser 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 Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with a minimum of 9,600 square feet of light industrial facility with 1,250 square feet of office. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's

Right to Repurchase as set forth in Section 11.13 below. 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.

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Business Center and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. 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) 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) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business 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.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, 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.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced within thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF 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.

11. Miscellaneous.

11.1. 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 11.1 shall survive the closing.

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

11.3. 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: Chris Thomas
P.O. Box 1059
Hermiston, Oregon 97838
Phone: 541.571.2644
Email: cathomas99@msn.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.

11.4. 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.

11.5. 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.

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

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

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this 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.

11.9. Counterparts. This Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. 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.

11.12. 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.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of being developed with a minimum of 9,600 square feet of light industrial facility with 1,250 square feet of office, subject to the following:

(a) 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 through repurchase.

(b) 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 through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of Two Hundred Thirty Thousand Nine Hundred Seventy-Seven dollars and no cents (\$230,977.00) for the Property.

(e) Purchaser and Seller shall each pay for one-half of the closing costs related to Seller's 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 fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-six (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. 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 Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

11.14. 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

JJA PROPERTIES, LLC – PURCHASER

By: Cynthia D. Reents
Its: City Manager

By: Chris Thomas
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

PARCEL G

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995-018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE EAST HALF OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, 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 VOL. 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 1356.41 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID ROBERTSON DRIVE; THENCE SOUTH 35°06'28" WEST FOR A DISTANCE OF 302.82 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 35°06'28" WEST FOR A DISTANCE OF 299.75 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF HENDERSON LOOP WEST; THENCE NORTH 54°53'40" WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 147.31 FEET; THENCE NORTH 35°06'28" EAST FOR A DISTANCE OF 299.75 FEET; THENCE SOUTH 54°53'32" EAST FOR A DISTANCE OF 147.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.01 ACRE

PARCEL H

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995-018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE EAST HALF OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, 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 VOL. 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 1503.72 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID REBOERTSON DRIVE; THENCE SOUTH 35°06'28" WEST FOR A DISTANCE OF 302.82 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 35°06'28" WEST FOR A DISTANCE OF 299.75 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF HENDERSON LOOP WEST; THENCE NORTH 54°53'40" WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 147.31 FEET; THENCE NORTH 35°06'28" EAST FOR A DISTANCE OF 299.76 FEET; THENCE SOUTH 54°53'32" EAST FOR A DISTANCE OF 147.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.01 ACRE

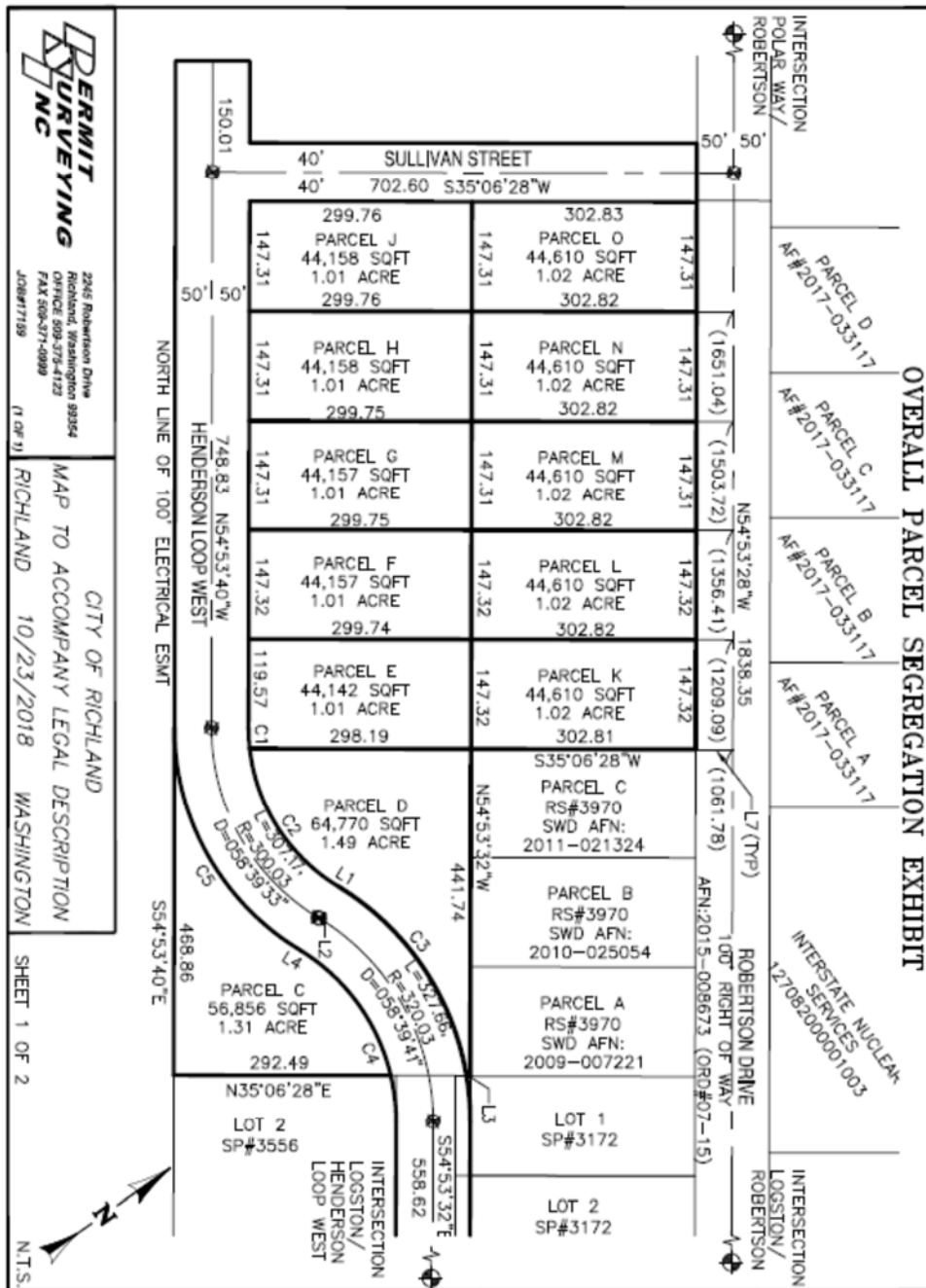
PARCEL J

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995-018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE EAST HALF OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, 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 VOL. 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 1651.04 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID ROBERTSON DRIVE; THENCE SOUTH 35°06'28" WEST FOR A DISTANCE OF 302.82 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 35°06'28" WEST FOR A DISTANCE OF 299.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF HENDERSON LOOP WEST; THENCE NORTH 54°53'40" WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 147.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF SULLIVAN STREET; THENCE NORTH 35°06'28" EAST ALONG EASTERLY LINE THEREOF FOR A DISTANCE OF 299.76 FEET; THENCE SOUTH 54°53'32" EAST FOR A DISTANCE OF 147.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.01 ACRE



OVERALL PARCEL SEGREGATION EXHIBIT

Line Table	
Line #	Length
L1	2.53
L2	2.53
L3	5.13
L4	2.53
L7	50.00

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	27.80	250.02	6°22'17"	N58°04'49"W
C2	228.17	250.02	52°17'16"	N87°24'35"W
C3	317.18	370.03	49°06'43"	S88°59'51"E
C4	213.86	270.02	45°22'44"	S89°08'09"W
C5	358.36	350.03	58°39'33"	N84°13'26"W



PERMIT
SURVEYING
INC.

2242 Robertson Drive
 Richland, Washington 99354
 OFFICE 509-375-4123
 FAX 509-371-0999
 JOB#17159

CITY OF RICHLAND
 MAP TO ACCOMPANY LEGAL DESCRIPTION
 RICHLAND 10/22/2018 WASHINGTON

SHEET 2 OF 2

JJA Properties

PO Box 1059
Hermiston, OR 97838

September 24, 2018

Mr. Darin Arrasmith

Planner, Office of Economic Development

505 Swift Blvd

Richland, WA 99352

Mr. Arrasmith—

I am submitting this letter of intent to purchase the 3 one acre parcels on Henderson Loop West, Richland, WA currently owned by the city of Richland.

I would like to split the 3 one acre parcels into 2 - 1.5 acre parcels.

I propose to build a 9,600 sq. ft. industrial building with a 1,250 sf. ft. office attached to the front. I will build this on each 1.5 acre lot for a total of 2 buildings. These buildings will be leased out to potential clients looking to expand and do business in Richland, WA. Our expected construction start date will be early 2019 and estimated completion date will be approximately 5 months after.

The proposed purchase price for the parcels is \$1.75 per square foot, totaling approximately \$228,690. I understand that the purchase and sale agreement still need to be negotiated and reviewed and that this transaction requires Council approval in order to move forward. Traditional distribution of closing costs will occur.

This letter of intent does not and is not intended to contractually bind the parties and is only an expression of interest. This letter does not bind either party contractually.

Regards,

Chris Thomas

Owner

JJA Properties



**RICHLAND
RV PARK**

JJA PROPERTIES, LLC
3.03 ACRE PURCHASE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 169-18, Authorizing the Purchase of 1.75 Acres from Del Rey Development Company, Inc. for a Future Fire Station

Department:

Community Development Services

Ordinance/Resolution Number:

169-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 169-18, authorizing the City Manager to sign and execute a purchase and sale agreement with Del Rey Development Company, Inc. for the purchase of 1.75 acres of land in support of a future fire station.

Summary:

As part of the City's long-range facilities planning efforts, the City's Fire & Emergency Services staff, with assistance from the Office of Economic Development, has been looking at land in the southeast region of Richland for a future fire station site.

Staff negotiated the attached proposed Purchase and Sale Agreement with Del Rey Development Company, Inc. to acquire 1.75 acres of property as the site of a future South Richland Fire Station, located along the south side of Reata Road west of Brent Lane.

Staff recommends approval of Resolution No. 169-18.

Fiscal Impact:

The purchase price of \$260,000 for the 1.75-acre lot is included within the approved 2018 budget.

Attachments:

1. Resolution No. 169-18
2. Purchase and Sale Agreement - Land for Future Fire Station - Reata Road
3. Site Map

RESOLUTION NO. 169-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement with Del Rey Development Company, Inc. for the purchase of 1.75 acres of land in support of a future fire station.

WHEREAS, as part of an established deployment model, the City of Richland desires to construct a new fire station to serve the southeast areas of the City; and

WHEREAS, construction of a new fire station in southeast Richland is identified by the City as a Strategic Leadership Plan project in the City's 2018-2023 Capital Improvement Plan (CIP); and

WHEREAS, the City does not currently own a suitable site in the southeast region of Richland for construction of a new fire station, and the acquisition of a suitable site is necessary to accomplish the project; and

WHEREAS, a suitable site for the new fire station, comprised of 1.75 acres, has been identified along the south side of Reata Road west of Brent Lane; and

WHEREAS, negotiations between the City and Del Rey Development Company, Inc., resulted in a proposed purchase price of \$260,000 for purchase and sale of the 1.75-acre site in southeast Richland.

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 and all related documents for the purchase of 1.75 acres of real property as described herein from Del Rey Development Company, Inc. for the total purchase price of \$260,000.

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 4th day of December, 2018.

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

Re: 155 Reata Road

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Purchaser”), and **DEL REY DEVELOPMENT COMPANY, INC.**, a Washington corporation (“Seller”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property located at 155 Reata Road, City of Richland, Benton County, Washington, depicted in **Exhibit A** attached hereto and legally described as Lot 1, Short Plat No. 3497 (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property 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.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below.

2. Purchase Price. The total purchase price for the Property shall be Two Hundred Sixty Thousand Dollars and No Cents (**\$260,000**) (the “Purchase Price”). 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 Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. All Cash at Closing.

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

3.1. City Approval. The execution and delivery of this Agreement by Purchaser is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from 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.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the "Preliminary Commitment"), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the "Exceptions") to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser's written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either (i) terminate this Agreement, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner's ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser's title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) calendar days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) calendar 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 subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, 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 (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly

provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit. Seller agrees that a letter evidencing coverage from Purchaser's risk pool, WCIA, shall satisfy this insurance requirement. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller the aforementioned evidence of coverage letter. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is thirty (30) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

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

(a) From the Effective Date 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 which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, 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.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date 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 materially 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.

(a) 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 Agreement and such other documents will have been, or will be, taken.

(b) 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.

(c) 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.

(d) 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.

(e) To Seller's knowledge, 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.

(f) Seller is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

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

7.3. Purchaser’s Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser 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 Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) Purchaser represents that it has sufficient funds to close this transaction.

(c) Purchaser is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

8. Casualty and Condemnation.

8.1. 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) 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) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business 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.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, 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.

9. Purchaser’s Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the

following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement.

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

If to Seller: Kyle LaPierre
2748 LePierre Canyon Drive
Kennewick, Washington 99338
Phone: 509.727.2985
Email: Lapierrehomes@charter.net

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 Agreement, this 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 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 Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

10.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

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. 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

PURCHASER – CITY OF RICHLAND

By: Duane LaPierre

Its: Owner

By: Cynthia D. Reents

Its: City Manager

Date

Date

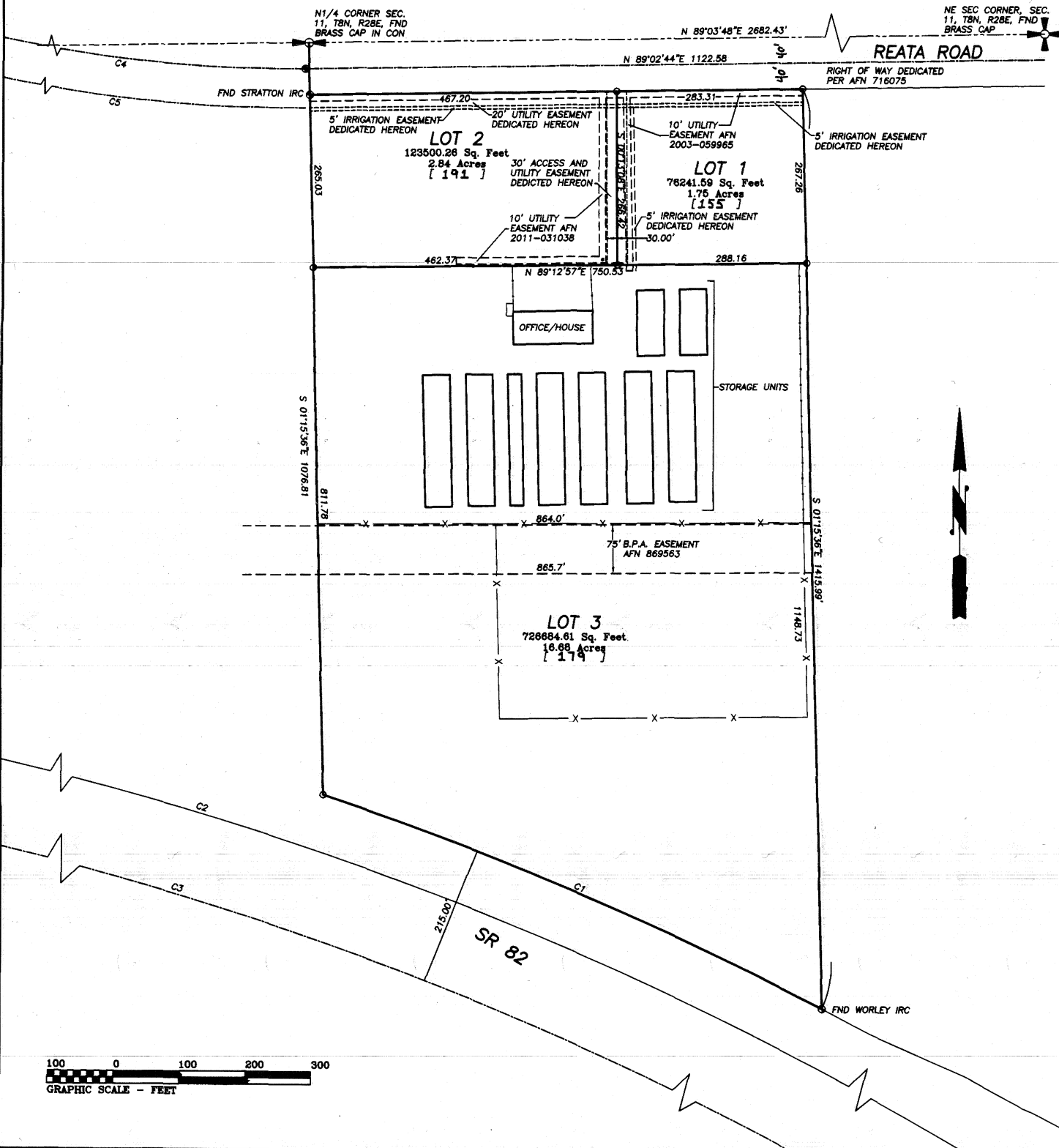
APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

SHORT PLAT NO. 3497

PORTION NE1/4, SECTION 11, T. 8 N., R. 28 E., W.M.
RICHLAND, BENTON COUNTY, WASHINGTON



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DEL REY DEVELOPMENT AT 56 MINUTES PAST 11 A.M., THIS 25 DAY OF MARCH, 2016, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3497, RECORDS OF BENTON COUNTY, WASHINGTON.

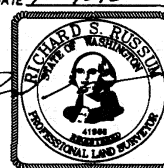
BRENDA CHILTON
BENTON COUNTY AUDITOR

2016-014443
FEE NUMBER

SURVEYOR'S CERTIFICATE

I, RICHARD S. RUSSUM, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE HEREON CORRECTLY SHOWN AND THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE MAP.

DATE 4-29-16



WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-582-6716

SHEET
1 OF 2

15-061

SHORT PLAT NO.

3497

PORTION NE1/4, SECTION 11, T. 8 N., R. 28 E., W.M.
RICHLAND, BENTON COUNTY, WASHINGTON

DESCRIPTION

THE WEST 750.50 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON. LYING NORTHERLY OF SR 82 RIGHT OF WAY.

OWNER'S CERTIFICATE

WE, DEL REY DEVELOPMENT COMPANY INC., HEREBY CERTIFY THAT I AM THE OWNER OF THE TRACT OF LAND DESCRIBED HEREON THAT SAID LAND HAS BEEN SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN WITH MY CONSENT AND IN ACCORDANCE WITH MY DESIRES AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES SHOWN THEREON.

DEL REY DEVELOPMENT COMPANY INC.

David S. Pierce
BY

ACKNOWLEDGMENTS

STATE OF WASHINGTON

COUNTY OF BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Duane LaPierce AND HE IS (ARE) AUTHORIZED TO EXECUTE THE INSTRUMENT, ON OATH STATED THAT HE IS (ARE) AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE PRESIDENT AND RESPECTIVELY, OF DEL REY DEVELOPMENT COMPANY INC., TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

MY APPOINTMENT EXPIRES 9/12/174/29/16
DATE

APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, BENTON COUNTY, STATE OF WASHINGTON.

12/17
CITY OF RICHLAND CITY ENGINEER2/16/2016

TREASURER

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON ON THE DATE OF THIS CERTIFICATION HAVE BEEN PAID.

DATED THIS 17th DAY OF May 2016

PARCEL NUMBER 11788100006000

Duane A. Davidson by Kim R. Jacobs
BENTON COUNTY TREASURER

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS SHORT PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

David McChie
KENNEWICK IRRIGATION DISTRICT2-24-16
DATE

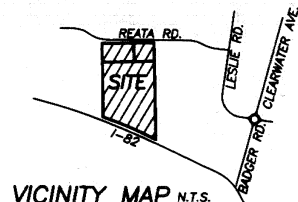
NOTES

1. O DENOTES SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 41966" AT PROPERTY CORNER UNLESS NOTED OTHERWISE.
2. DENOTES FOUND MONUMENT DATE VISITED JUNE 2015
3. DENOTES CALCULATED POINT NOT SET
2. BASIS OF BEARING: RECORD OF SURVEY IN VOLUME 1, PAGE 2941, RECORDS OF BENTON COUNTY, WASHINGTON.
3. EQUIPMENT USED INCLUDED A LEICA TPS 1100 TOTAL STATION WITH STANDARD OF ERROR OF 2 SECONDS AND 5 MM ± 5 PPM. & TRIMBLE GPS
4. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE SHORT PLAT IS DETERMINED. ZIP CODE IS 99338.

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	5215.00'	826.10'	90°45'	N 88°41'13" W	825.24'
C2	5129.78'	3038.01'	33°55'56"	N 73°21'02" W	2993.81'
C3	5000.00'	2891.42'	33°08'00"	N 73°45'00" W	2851.30'
C4	2000.00'	785.12'	22°29'32"	S 79°41'20" E	780.09'
C5	2060.00'	808.68'	22°29'32"	S 79°41'20" E	803.49'

5. NO BUILDING PERMITS FOR PROPOSED LOTS 1 AND 2

SHALL BE ISSUED FOR ANY STRUCTURE REQUIRING POTABLE WATER OR SANITARY SEWER SERVICE UNTIL AN APPROVED WATER AND SEWER DISTRIBUTION SYSTEM THAT WILL PROVIDE SERVICES TO THE LOTS THAT THE STRUCTURE WILL BE BUILT ON HAS BEEN DESIGNED AND ACCEPTED BY THE CITY OF RICHLAND ENGINEERING DEPT. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED FOR ANY STRUCTURE UNTIL SAID SYSTEM IS CONSTRUCTED AND ACCEPTED BY THE CITY. UTILITY INFORMATION IS AVAILABLE THROUGH THE CITY OF RICHLAND.



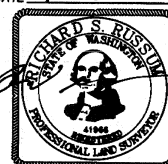
VICINITY MAP N.T.S.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DEL REY DEVELOPMENT AT 510 MINUTES PAST 11 A.M. THIS 25 DAY OF May, 2016, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3497, RECORDS OF BENTON COUNTY, WASHINGTON.BRENDA CHILTON by Robert H. H... 2016-014443
BENTON COUNTY AUDITOR FEE NUMBER

SURVEYOR'S CERTIFICATE

I, RICHARD S. RUSSUM, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE HEREOF CORRECTLY SHOWN AND THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE MAP.

DATE 4-29-16WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-582-6716SHEET
2 OF 2

15-061





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 170-18, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships Program for 2019

Department:

Community Development Services

Ordinance/Resolution Number:

170-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 170-18, approving the 2019 HOME Investment Partnerships 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 \$698,293 of HOME funds directly from the U.S. Department of Housing and Urban Development (HUD), and \$200,000 of HOME Program Income in 2019 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 2019 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 - \$69,829; Consortium Affordable Housing: Down Payment Assistance, Development and or Tenant Based Rental Assistance (TBRA) - \$1.8 million; Consortium Community Housing Development (CHDO) - \$104,744.

Each respective city has undergone public comment periods, advisory board review and Council consideration of this matter. Submission of the AAP is due to HUD by April 15, 2019. The submission of the Annual Action Plan maintains the Tri-Cities HOME Consortium's ability to receive 2019 HOME Investment Partnerships funding, but not the obligation.

Staff recommends approval of Resolution No. 170-18.

Fiscal Impact:

Tri-Cities HOME Consortium anticipates receiving \$698,293 in HOME funds for 2019, which is included in the proposed 2019 budget. 2019 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. 170-18
2. Draft 2019 Annual Action Plan

RESOLUTION NO. 170-18

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 Partnerships Program and authorizing its use for the City's 2019 Affordable Housing Programs.

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

WHEREAS, the HOME Investment Partnerships Program will be funded with an appropriation for the federal fiscal year of 2019; and

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

WHEREAS, the HOME Investment Partnerships Program requires that the City submit projects to the Department of Housing and Urban Development (HUD) for funding for 2019; and

WHEREAS, the City of Richland has determined that funding will be utilized for the Tri-Cities HOME Consortium Affordable Housing Programs 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 2019 HOME Investment Partnerships 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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

CITY OF RICHLAND &
TRI-CITIES HOME CONSORTIUM
2019 DRAFT 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 for individuals, including their children, who are recovering from substance abuse.

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 from partnerships with community housing providers. The Community Housing Development Organization (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.

Review and comment period is currently open. Comments will be accepted until November 30, 2018. See Table 2 – Citizen Participation Outreach.

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

7. Summary

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 following summarizes opportunities for citizen participation in development of the **2015 Annual Action Plan** and **Tri-Cities Consortium Consolidated Plan 2015-2019**:

- Focused meetings on housing and human services were held 6/17/14 and advertisements for those meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*
- Public hearings on needs were held in Kennewick on 5/27/14, in Pasco on 6/24/14, and in Richland on 7/8/14. Notices of the meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*
- Public hearings on the Consolidated Plan and Annual Action Plans were held in Kennewick on 10/21/14, in Pasco on 10/16/14, and in Richland on 10/21/14. Notices of the meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*

The City follows our Citizen Participation Plan. The following summarizes opportunities for citizen participation in development of the **2019 Annual Action Plan**:

- Public hearing on needs and make public comment was held in Richland on 07/25/2018. Notice of the meeting was published on 7/7/2017 in the *Tri-City Herald* and in Spanish in *tu Decides as well as the two PHA's*. **Public Comments were accepted through August 20, 2018.** Public hearing on the Draft City of Richland and Tri-Cities HOME Consortium Annual Action Plan will be held in Richland on 12/04/2018. Notice of the meeting was published in the *Tri-City Herald on October 31, 2018* and in Spanish in *tu Decides, posted on our website and at the local PHA's*. **Public review and comment will be accepted through November 30, 2018.**

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.	http://www.ci.richland.wa.us/index.aspx?nid=157

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				

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 2019 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	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	307,000	100,000	148,917	555,917	1,164,989	PI generated from loans made through rehab program and de-funded DPA program. Prior YR resource include unencumbered entitlement

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: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	698,293	200,000	1,264,098	2,162,391	1,649,590	PI generated from Rehab and DPA loans. Prior YR resources include: entitlement funds used for DPA program & PY CHDO

Table 2 - Expected Resources – Priority Table

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 (ESG), 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 non-federal 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: \$296,760	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4232 Persons Assisted
2	Homeless intervention and public services	2015	2019	Homeless Non-Homeless Special Needs		Services and homeless intervention/prevention	CDBG: \$55,750	Public service activities other than Low/Moderate Income Housing Benefit: 671 Persons Assisted

3	Increase and preserve affordable housing choices	2015	2019	Affordable Housing	Affordable housing choice	CDBG: \$142,000 HOME: \$2,092,562	Homeowner Housing Added: 0 Household Housing Unit Homeowner Housing Rehabilitated: 1 Household Housing Unit Direct Financial Assistance to Homebuyers or development of affordable housing: 40 Households Assisted Affordable Housing Development: TBD
----------	--	------	------	--------------------	---------------------------	--------------------------------------	---

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	Tri-Cities HOME Consortium CHDO

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: \$61,400
	Description	Fund necessary for staff to administer, manage and monitor the implementation of CDBG funds and associated federal regulations. Administration funding will include 20% of eligible program income.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	505 Swift Blvd., MS19 Richland, WA 99352
	Planned Activities	CDBG funding will be provided to support administration, management, and monitoring. Responsibilities include, but are not limited to activity eligibility determination, fund management, labor standards enforcement, and environmental review. Policy leadership and back-office infrastructure is also included. Should additional program income be generated through the program year, greater than projected, the City will apply 20% of the amount to address administrative expenses incurred through program year. Any unspent CDBG administrative funds will be used to cover HOME administrative expenses.
2	Project Name	CDBG Owner-Occupied Rehabilitation Program
	Target Area	
	Goals Supported	Community, neighborhood & economic development
	Needs Addressed	Affordable housing choice
	Funding	CDBG: \$142,000

	Description	Use existing revolving loan funds including PI in current year 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. \$42,000 PY RL balance and \$100,000 Estimated RL PI 19
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	LMH, 1 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: \$282,360
	Description	Support costs including project delivery of public facility and infrastructure improvements including the removal of architectural barriers FY EN \$199,550, PY EN \$34,917, PY PI \$47,893 City of Richland, Removal of Architectural Barriers: \$207,360, National Objective: LMC, Matrix Code: 03, City of Richland, Parks and Recreation, McMurray Park Improvement: \$75,000, National Objective: LMA, Matrix Code: 03F
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	4232 L/M persons
	Location Description	Within Census Tracts 103, 104 and 106

	Planned Activities	Activities include a park improvement and improve accessibility to neighborhoods with the removal of architectural barriers of 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: \$55,757
	Description	Public Service funded activities to carry out opportunities to low income clientele, including City staff costs for program delivery, FY 2019 15% Cap \$46,050, plus 15% PY PI \$9,707. Sr. Life Resources: \$8,800, National Objective: LMC, Matrix Code: 05A. The Arc Tri-Cities: \$11,700, National Objective: LMC, Matrix Code: 05B Elijah Family Homes: \$35,257, 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, 570 persons assisted The Arc Tri-Cities, 26 persons assisted Elijah Family Homes, 75 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
	Needs Addressed	Affordable housing choice Services and homeless intervention/prevention
	Funding	HOME: \$69,829
	Description	Support costs of staff involved in the administration of the HOME grant. Administration funding will include 10% of eligible program income.
	Target Date	12/31/2019

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	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 \$69,829. Excess HOME admin funds will continue to be carried forward for future use. The HOME regulations allow for admin carryforward. Should program income be generated in program year 19, 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: \$224,573
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2019 award \$174,573 and any program income generated in 2019 estimated \$50,000
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Ten 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.
	Project Name	Kennewick HOME First Time Homebuyer Assistance Program

7	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$274,573
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2019 award \$174,573 and any program income generated in 2019 estimated \$100,000
	Target Date	12/31/19
	Estimate the number and type of families that will benefit from the proposed activities	Fifteen 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: \$224,574
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2019 award \$174,574 and any program income generated in 2019 estimated \$50,000
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Fifteen 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	Tri-Cities HOME Consortium CHDO
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development
	Needs Addressed	Affordable housing choice Community & economic development Services and homeless intervention/prevention
	Funding	HOME: \$280,569
	Description	Project has not been established, 2019 award \$104,744 and prior year set aside \$175,825 (PY 17 & 18)
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	TBD
10.	Planned Activities	Provide funding for affordable housing development.
	Project Name	Tri-Cities HOME Consortium Affordable Housing Development
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development
	Needs Addressed	Affordable housing choice Community & economic development Services and homeless intervention/prevention
	Funding	HOME: \$1,088,273
	Description	Activity(s) has not been established. Consortium will complete an RFP for qualified affordable housing development activity(s).
	Target Date	12/31/2019

	Estimate the Number and type of families that will benefit from the proposed activity	
	Location Description	TBD
	Planned Activities	Provide funding for affordable housing development

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	40
Special-Needs	0
Total	40

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	1
Acquisition of Existing Units	40
Total	41

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 – Affordable Housing Development (homeowner & rental)
- 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 is 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 continue to address the needs of public housing and activities in 2019 by working closely with and supporting efforts of the two local Public Housing Authorities.

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.

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. This plan is in the process of being updated.

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, HOME programs, County 2060 and 2163 recording fee resources (administered through

Benton Franklin Human Services) 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.

The Consortium and KHA have collaborated to provide two HOME units as part of the 28-rental unit, Nueva Vista Phase II project in Kennewick. Funding is a combination of HOME, Low Income Housing Tax Credit (LIHTC), State Housing Trust Fund (HTF), County and private funds. The two HOME units will be made affordable for a twenty-year period. The two HOME units will be available to disabled and homeless families and all units serve incomes that are 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 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 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 collaborating 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 for 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 during and 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

This section includes information on specific programs that are not included in other sections.

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:

$$\begin{array}{rcl} & \text{Sales Price} & \\ - & \text{Superior non-HOME debt} & \\ - & \text{Closing Costs} & \\ = & \text{Net Proceeds} & \end{array}$$

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: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No 171-18, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for Community Development Block Grant (CDBG) Funds for 2019

Department:

Community Development Services

Ordinance/Resolution Number:

171-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution 171-18, approving the 2019 CDBG Grant and Annual Action Plan and authorizing the City Manager to execute all necessary documents.

Summary:

The 2019 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 2019 funding from the U.S. Department of Housing and Urban Development (HUD), and 2019 anticipated program income from repaid loans via the HOME Investment Partnerships and Community Development Block Grant (CDBG) program.

On July 25, 2018, the Planning Commission held a public hearing to received comments on community needs in Richland. On September 26, 2018, the Planning Commission heard applicant presentations, and on October 24, 2018, the Planning Commission considered funding allocations for 2019. The Planning Commission recommendations included a 30-day review and comment period that expired on November 30, 2018 with no comments received. Additionally, a public hearing is scheduled with the City Council for December 4, 2018.

The Planning Commission recommendations are included as Attachment A, and are also included in the 2019 Annual Action Plan.

Richland's final approval of the 2019 Annual Action Plan is scheduled for December 4, 2018. The 2019 Annual Action Plan is due to HUD by April 15, 2019. Staff recommends approval of Resolution No. 171-18.

Fiscal Impact:

Richland anticipates receiving \$307,000 in CDBG funds for 2019, which is included in the proposed 2019 budget. 2019 CDBG funding is depended 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 subrecipients as specified in the 2019 Annual Action Plan.

Attachments:

1. Resolution No. 171-18
2. Draft 2019 Annual Action Plan

RESOLUTION NO. 171-18

A RESOLUTION of the City of Richland authorizing submission of grant forms to the U.S. Department of Housing and Urban Development for 2019 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 2019; 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 2019; 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 2019 Community Development Block Grant (CDBG) Program is hereby approved. A list of activities recommended by the Planning Commission to receive an allocation of the 2019 Program Year CDBG Funds is attached hereto as **EXHIBIT A**. Funded activities are further detailed in the 2019 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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



MEMORANDUM

TO: City Council

FROM: Michelle Burden

THROUGH: Kerwin Jensen

DATE: December 5, 2018

SUBJECT: 2019 Community Development Block Grant (CDBG) Funding Recommendations

At the October 24, 2018 Planning Commission meeting, the Commission approved a recommendation for the estimated \$307,000 CDBG funds expected to be received by Richland, plus additional funds from unallocated and program income, be used as follows:

- \$28,857 to Elijah Family Homes, case management services
- \$6,400 to Elijah Family Homes, youth scholarship program
- \$8,800 to Senior Life Resources, Meals on Wheels program
- \$11,700 to Arc of Tri-Cities, adult partners-n-pals program
- \$207,360 to Richland Public Works, Removal of Architectural Barriers
- \$75,000 to Richland Parks and Facilities, basketball court installation McMurray Park
- \$75,800 for program administration

CITY OF RICHLAND &
TRI-CITIES HOME CONSORTIUM
2019 DRAFT 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 for individuals, including their children, who are recovering from substance abuse.

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 from partnerships with community housing providers. The Community Housing Development Organization (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.

Review and comment period is currently open. Comments will be accepted until November 30, 2018. See Table 2 – Citizen Participation Outreach.

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

7. Summary

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 following summarizes opportunities for citizen participation in development of the **2015 Annual Action Plan** and **Tri-Cities Consortium Consolidated Plan 2015-2019**:

- Focused meetings on housing and human services were held 6/17/14 and advertisements for those meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*
- Public hearings on needs were held in Kennewick on 5/27/14, in Pasco on 6/24/14, and in Richland on 7/8/14. Notices of the meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*
- Public hearings on the Consolidated Plan and Annual Action Plans were held in Kennewick on 10/21/14, in Pasco on 10/16/14, and in Richland on 10/21/14. Notices of the meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*

The City follows our Citizen Participation Plan. The following summarizes opportunities for citizen participation in development of the **2019 Annual Action Plan**:

- Public hearing on needs and make public comment was held in Richland on 07/25/2018. Notice of the meeting was published on 7/7/2017 in the *Tri-City Herald* and in Spanish in *tu Decides as well as the two PHA's*. **Public Comments were accepted through August 20, 2018.** Public hearing on the Draft City of Richland and Tri-Cities HOME Consortium Annual Action Plan will be held in Richland on 12/04/2018. Notice of the meeting was published in the *Tri-City Herald on October 31, 2018* and in Spanish in *tu Decides, posted on our website and at the local PHA's*. **Public review and comment will be accepted through November 30, 2018.**

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.	http://www.ci.richland.wa.us/index.aspx?nid=157

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				

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 2019 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	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	307,000	100,000	148,917	555,917	1,164,989	PI generated from loans made through rehab program and de-funded DPA program. Prior YR resource include unencumbered entitlement

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: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	698,293	200,000	1,264,098	2,162,391	1,649,590	PI generated from Rehab and DPA loans. Prior YR resources include: entitlement funds used for DPA program & PY CHDO

Table 2 - Expected Resources – Priority Table

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 (ESG), 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 non-federal 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: \$296,760	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4232 Persons Assisted
2	Homeless intervention and public services	2015	2019	Homeless Non-Homeless Special Needs		Services and homeless intervention/prevention	CDBG: \$55,750	Public service activities other than Low/Moderate Income Housing Benefit: 671 Persons Assisted

3	Increase and preserve affordable housing choices	2015	2019	Affordable Housing	Affordable housing choice	CDBG: \$142,000 HOME: \$2,092,562	Homeowner Housing Added: 0 Household Housing Unit Homeowner Housing Rehabilitated: 1 Household Housing Unit Direct Financial Assistance to Homebuyers or development of affordable housing: 40 Households Assisted Affordable Housing Development: TBD
----------	--	------	------	--------------------	---------------------------	--------------------------------------	---

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	Tri-Cities HOME Consortium CHDO

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: \$61,400
	Description	Fund necessary for staff to administer, manage and monitor the implementation of CDBG funds and associated federal regulations. Administration funding will include 20% of eligible program income.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	505 Swift Blvd., MS19 Richland, WA 99352
2	Planned Activities	CDBG funding will be provided to support administration, management, and monitoring. Responsibilities include, but are not limited to activity eligibility determination, fund management, labor standards enforcement, and environmental review. Policy leadership and back-office infrastructure is also included. Should additional program income be generated through the program year, greater than projected, the City will apply 20% of the amount to address administrative expenses incurred through program year. Any unspent CDBG administrative funds will be used to cover HOME administrative expenses.
	Project Name	CDBG Owner-Occupied Rehabilitation Program
	Target Area	
	Goals Supported	Community, neighborhood & economic development
	Needs Addressed	Affordable housing choice
	Funding	CDBG: \$142,000

	Description	Use existing revolving loan funds including PI in current year 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. \$42,000 PY RL balance and \$100,000 Estimated RL PI 19
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	LMH, 1 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: \$282,360
	Description	Support costs including project delivery of public facility and infrastructure improvements including the removal of architectural barriers FY EN \$199,550, PY EN \$34,917, PY PI \$47,893 City of Richland, Removal of Architectural Barriers: \$207,360, National Objective: LMC, Matrix Code: 03, City of Richland, Parks and Recreation, McMurray Park Improvement: \$75,000, National Objective: LMA, Matrix Code: 03F
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	4232 L/M persons
	Location Description	Within Census Tracts 103, 104 and 106

	Planned Activities	Activities include a park improvement and improve accessibility to neighborhoods with the removal of architectural barriers of 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: \$55,757
	Description	Public Service funded activities to carry out opportunities to low income clientele, including City staff costs for program delivery, FY 2019 15% Cap \$46,050, plus 15% PY PI \$9,707. Sr. Life Resources: \$8,800, National Objective: LMC, Matrix Code: 05A. The Arc Tri-Cities: \$11,700, National Objective: LMC, Matrix Code: 05B Elijah Family Homes: \$35,257, 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, 570 persons assisted The Arc Tri-Cities, 26 persons assisted Elijah Family Homes, 75 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
	Needs Addressed	Affordable housing choice Services and homeless intervention/prevention
	Funding	HOME: \$69,829
	Description	Support costs of staff involved in the administration of the HOME grant. Administration funding will include 10% of eligible program income.
	Target Date	12/31/2019

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	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 \$69,829. Excess HOME admin funds will continue to be carried forward for future use. The HOME regulations allow for admin carryforward. Should program income be generated in program year 19, 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: \$224,573
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2019 award \$174,573 and any program income generated in 2019 estimated \$50,000
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Ten 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.
	Project Name	Kennewick HOME First Time Homebuyer Assistance Program

7	Target Area	
	Goals Supported	Increase and preserve affordable housing choices
	Needs Addressed	Affordable housing choice
	Funding	HOME: \$274,573
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2019 award \$174,573 and any program income generated in 2019 estimated \$100,000
	Target Date	12/31/19
	Estimate the number and type of families that will benefit from the proposed activities	Fifteen 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: \$224,574
	Description	Support costs of providing downpayment assistance to qualifying first time homebuyers, including project delivery. Funding will include 2019 award \$174,574 and any program income generated in 2019 estimated \$50,000
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Fifteen 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	Tri-Cities HOME Consortium CHDO
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development
	Needs Addressed	Affordable housing choice Community & economic development Services and homeless intervention/prevention
	Funding	HOME: \$280,569
	Description	Project has not been established, 2019 award \$104,744 and prior year set aside \$175,825 (PY 17 & 18)
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	TBD
	Planned Activities	Provide funding for affordable housing development.
10.	Project Name	Tri-Cities HOME Consortium Affordable Housing Development
	Target Area	
	Goals Supported	Increase and preserve affordable housing choices Community, neighborhood & economic development
	Needs Addressed	Affordable housing choice Community & economic development Services and homeless intervention/prevention
	Funding	HOME: \$1,088,273
	Description	Activity(s) has not been established. Consortium will complete an RFP for qualified affordable housing development activity(s).
	Target Date	12/31/2019

	Estimate the Number and type of families that will benefit from the proposed activity	
	Location Description	TBD
	Planned Activities	Provide funding for affordable housing development

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	40
Special-Needs	0
Total	40

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	1
Acquisition of Existing Units	40
Total	41

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 – Affordable Housing Development (homeowner & rental)
- 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 is 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 continue to address the needs of public housing and activities in 2019 by working closely with and supporting efforts of the two local Public Housing Authorities.

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.

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. This plan is in the process of being updated.

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, HOME programs, County 2060 and 2163 recording fee resources (administered through

Benton Franklin Human Services) 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.

The Consortium and KHA have collaborated to provide two HOME units as part of the 28-rental unit, Nueva Vista Phase II project in Kennewick. Funding is a combination of HOME, Low Income Housing Tax Credit (LIHTC), State Housing Trust Fund (HTF), County and private funds. The two HOME units will be made affordable for a twenty-year period. The two HOME units will be available to disabled and homeless families and all units serve incomes that are 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 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 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 collaborating 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 for 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 during and 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

This section includes information on specific programs that are not included in other sections.

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:

$$\begin{array}{rcl} & \text{Sales Price} & \\ - & \text{Superior non-HOME debt} & \\ - & \text{Closing Costs} & \\ = & \text{Net Proceeds} & \end{array}$$

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: 12/04/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 172-18, Authorizing an Agreement with Energy Incentives for Residential Energy Efficiency Program Support

Department:

Energy Services

Ordinance/Resolution Number:

172-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 172-18, authorizing the City Manager to sign and execute a consulting agreement with Energy Incentives, Inc. for residential energy efficiency program support for 2019 through 2023 in an amount not to exceed \$160,000.

Summary:

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

Energy Incentives, Inc. provides professional services for final energy efficiency and code inspections for residential HVAC, window, and insulation weatherization measures, and advises staff and customers on technical issues and program implementation.

City Policy No. 2220, authorized in the Richland Municipal Code (RMC) Chapter 3.04.130 – Exceptions to Competitive Solicitation Requirements, authorizes the City Manager to establish a policy exempting certain categories of procurement from the competitive process. Energy efficiency is one of the categories exempt from the solicitation process under City Policy No. 2220.

Staff recommends Council approve this agreement in an amount not to exceed \$160,000 for a five-year term.

Fiscal Impact:

The work for 2019 was approved in the City's 2019 Budget in the Electric Fund. Work for future years will be funded from future budget appropriations.

Attachments:

1. Resolution No. 172-18
2. Proposed Agreement for Contract 337-18

RESOLUTION NO. 172-18

A RESOLUTION of the City of Richland authorizing an agreement with Energy Incentives, Inc. for residential energy efficiency program support.

WHEREAS, the City of Richland Energy Services (RES) operates and maintains an electrical utility and an effective energy efficiency program; and

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

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

WHEREAS, the City currently contracts with Energy Incentives, Inc. for professional services to advise staff and customers on technical issues and program implementation, and to provide monitoring, verification and general support for residential programs; and

WHEREAS, Energy Incentives, Inc. possesses unique technical expertise to support RES and implement Bonneville Power Administration (BPA) residential energy efficiency incentive programs with customers.

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 consulting agreement with Energy Incentives, Inc. for residential energy efficiency program support.

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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Energy Efficiency Residential Inspections

This Agreement is entered into this 1st day of January, 2019 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 505 Swift Blvd. Richland, WA 99352, and **Energy Incentives, Inc.** (“**Consultant**”), a Washington for-profit corporation with service at 3517 W. Canal Drive, Kennewick, WA 99336. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. 337-18
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No.
 4. ☐ Exhibit B: Solicitation No. ____ proposal response submitted by Consultant dated Date.
 5. ☐ Additional Documents – .

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2023.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Sixty Thousand Dollars (\$160,000)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when Consultant travels at least 150 miles per one-way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment

due to Consultant of the fees set forth in this Agreement. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not “work made for hire” within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

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

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

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Lori Sanders
Name of Firm: Energy Incentives, Inc.
Address: 3517 W. Canal Drive
Address: Kennewick, WA 99336
Email: LSanders@energyincentivesinc.com
Phone Number: 509.727.0394
Fax Number: 509.769.0770

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

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

21. CHANGE IN LAW

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

ATTEST:

Printed Name

Marcia Hopkins, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work**Task Schedule:**

Task 1	Complete Inspections by December 31, 2019
Task 2	Complete inspections by December 31, 2020
Task 3	Complete inspections by December 31, 2021
Task 4	Complete inspections by December 31, 2022
Task 5	Complete inspections by December 31, 2023

Task Defined:

Energy Efficiency inspections shall be as follows for each year of each task:

1. The contractor will conduct final code inspections for windows, heat pumps and weatherization using City of Richland (COR) building codes and BPA Implementation Manual program requirements.
2. The City of Richland Energy Services staff (RES) will provide customer files requiring weatherization inspections to the contractor in a designated and agree upon location.
3. The contractor will document findings using City of Richland Energy Services (RES) inspection checklists and program forms and provide documentation of findings to RES staff, who will submit final documentation to BPA and the Richland Building Code Division.
4. The contractor will schedule and perform inspections within 72 hours of obtaining customer files and communicate inspection status if not completed within that timeframe.
5. Upon returning files to RES, the contractor will fax inspection results to the contractor that provided the energy efficiency installations.
6. The contractor, lead consultant, energy auditor, and inspector are required to provide documentation demonstrating BPA inspector certification for BPA residential programs or equivalent certification or three (3) years' inspection experience prior to execution of this agreement.
7. Work shall be performed from January 1, 2019 through December 31, 2019.

The contractor will provide other energy efficiency program assistance as mutually agreed upon by RES staff and the contractor.

Hourly Fees:

Hourly rates are listed below for each employee title. The following rates are effective beginning January 1, 2019.

Employee Title:	Fee:	Services:
Lead Consultant	\$90/hr.	Additional technical or program assistance as requested by the City.
BPA Certified Auditor or Equivalent	\$65 per inspection address	Weatherization Inspections. Includes all new weatherization upgrades installed.
	\$35 each	Reinspections
Administrative Assistant	\$40/hr.	Additional office support or assistance with program changes or pilot programs as requested by the City.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Items for Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Planning Commission: Phillip Keuhlen

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointment of Phillip Keuhlen to Position No. 6 on the Planning Commission.

Summary:

Position No. 6 on the Planning Commission is currently vacant and has an unexpired term until March 31, 2020.

Chair Palmer and Council Liaison Alvarez are recommending the appointment of Phillip Keuhlen to Position No. 6.

The position term is effective December 4, 2018 through March 31, 2020.

Candidate application packets are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

I. Planning Commission Recommendation



PLANNING COMMISSION

MEMORANDUM

TO: Richland City Clerk

FROM: Kyle Palmer, Planning Commission Chairman

DATE: November 7, 2018

SUBJECT: Planning Commission Vacancies

RECEIVED

NOV 19 2018

RICHLAND CITY CLERK

On November 7, 2018, City Council Liaison, Alvarez, Planning Manager Mike Stevens, Vice Chair Boring and myself considered 7 candidates for the Planning Commission vacancy for the position held by Amanda Wallner.

The candidate recommended to fill the vacancy is as follows:

Position #6:

Vacated by:

Amanda Wallner

Selected Candidate:

Phillip J. Keuhlen

If you have any questions, please feel free to contact me.

Marianne Boring
Kyle Palmer, Chairman, vice
Planning Commission
Marianne Boring



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from November 12, 2018 - November 23, 2018 for \$7,142,498.90 including Check Nos. 262428-262737, Wire Nos. 7208-7225, Payroll Check Nos. 140908-141443, and Payroll Wire/ACH Nos. 10733-10747

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from November 12, 2018, to November 23, 2018 in the amount of \$7,142,498.90.

Summary:

Breakdown of Expenditures:

Check Nos.	262428-262737	1,871,705.67
Wire Nos.	7208-7225	2,750,405.01
Payroll Check Nos.	140908-141443	21,957.78
Payroll Wires/ACH	10733-10747	2,498,430.44
TOTAL		\$7,142,498.90

Fiscal Impact:

Yes

Total Disbursements: \$7,142,498.90.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
NOVEMBER 12 - NOVEMBER 23, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 7208 to 7225		
Apollo, Inc.	Duportail Bridge - Pay Estimate 8	623,068.93
AW Rehn Insurance	Fire Health Reimbursement Account	315.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	416,538.64
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,902.00
Discovery Benefits	Section 125	1,674.64
Leone & Keeble	Contract C16-292 - Pay Estimate	1,706,905.80
	Total Claim Wire Transfers	\$ 2,750,405.01
 Payroll Wires & Direct Deposits (ACH) - Wire No. 10733 to 10747		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,498,430.44
 Total Claim & Payroll Wires/ACH		 <u><u>\$ 5,248,835.45</u></u>

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



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BENTON COUNTY TREASURER		1018BC	262511	CRIME VICTIMS COMP BCDC-OCT 18	\$689.02
MARLOW, JOHN (JAY)		18-405 MARLOW	262549	18-405 PNCWA 2018 CONF	\$677.36
WASHINGTON STATE TREASURER		1018WS	262583	FINES & FORFEITURES BC-NOV 18	\$36,185.75
				UNASSIGNED TOTAL ****	\$37,552.13
Division: 001 CITY COUNCIL					
BANK OF AMERICA		TXN00041559	262621	NATL GOVERNORS ASSOC. - CHRIST	\$325.00
		TXN00041643		Riverside Restaurant - SHILO I	\$610.87
		TXN00041778		NATL GOVERNORS ASS - MTG REGIS	\$325.00
PARADISE BOTTLED WATER CO		10/18-CITYATTORN	262708	BOTTLED WATER-OCTOBER	\$49.13
VERIZON WIRELESS	P059779	9817383162	262734	COUNCIL WIRELESS CHARGES OCTOB	\$180.14
				CITY COUNCIL TOTAL ****	\$1,490.14
Division: 100 CITY MANAGER					
BANK OF AMERICA		TXN00041565	262621	HILTON BALTIMORE - REENTS TRIP	\$793.50
		TXN00041663		ASSOC OF WA CITIES - MTG REGIS	\$50.00
		TXN00041686		PAYPAL SGR - CONFERENCE REGIS	\$349.00
		TXN00041860		APPLEBEES - CITY MANAGER MONTH	\$23.58
		TXN00041910		FEDEX - SHIPPING EXPENSE - PDC	\$6.86
				CITY MANAGER TOTAL ****	\$1,222.94
Division: 101 CITY CLERK					
BANK OF AMERICA		TXN00041794	262621	Record Ordinance	\$106.60
		TXN00041841		SCWMCA Lunch Mgt 101718 - MH &	\$32.11
PARADISE BOTTLED WATER CO		10/18-CITYATTORN	262708	BOTTLED WATER-OCTOBER	\$14.73
				CITY CLERK TOTAL ****	\$153.44
Division: 102 CITY ATTORNEY					
BANK OF AMERICA		TXN00041654	262621	STAPLES - Supplies	\$164.56
		TXN00041758		THE HISTORIC DAVENPORT - KINTZ	\$403.68
		TXN00041787		PACER800-676-6856IR - INFO CHA	\$24.80
		TXN00041858		RPS PASCO TRICITIES AP - KINTZ	\$10.00
		TXN00041944		HOTEL MURANO - FULTON - WAPRO	\$7.50
		TXN00041963		HOTEL MURANO - FULTON - WAPRO	\$317.32
BELL BROWN & RIO PLLC		1026	262653	PROSECUTION SRVCS-NOVEMBER	\$22,716.09
CALFO EAKES & OSTROVSKY PLLC		1567	262658	PETERSON V COR	\$6,253.00
MENKE JACKSON BEYER LLP		09/2018-077	262700	TRI-CITY RAILROAD	\$185.25
		09/2018-091		WILLOWBROOK PLACE	\$1,137.60
		09/2018-456		DENNEY V COR - PRR	\$1,932.62
PARADISE BOTTLED WATER CO		10/18-CITYATTORN	262708	BOTTLED WATER-OCTOBER	\$9.82
				CITY ATTORNEY TOTAL ****	\$33,162.24



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 110 ASSISTANT CITY MANAGER					
BANK OF AMERICA		TXN00041581	262621	HILTON BALTIMORE - AMUNDSON TR	\$1,058.00
		TXN00041665		AMZN - PRESENTATION REMOTE	\$105.18
		TXN00041720		GOTPRINT.COM - BUSINESS CARDS	\$12.38
		TXN00041755		FRED-MEYER - MEETING REFRESHME	\$29.11
		TXN00041842		STAPLES - PAPER	\$44.34
		TXN00041921		12 Binders for Annex Blg Offic	\$43.14
PARADISE BOTTLED WATER CO		10/18-CITYATTORN	262708	BOTTLED WATER-OCTOBER	\$14.73
ASSISTANT CITY MANAGER TOTAL****					\$1,306.88
Division: 111 COMMUNICATIONS & MARKETING					
BANK OF AMERICA		TXN00041564	262621	ADOBE SYSTEMS INC	\$32.57
		TXN00041584		SMARTSHEET	\$82.54
		TXN00041588		FRED-MEYER - CANDY - EMPLOYEE	\$18.00
		TXN00041593		NEW CITY CLEANERS INC - TABLE	\$54.30
		TXN00041625		PP WESTRICHLAN - CHAMBER LUNCH	\$15.00
		TXN00041689		MILLERS MPIX - PHOTO FOR PD	\$7.23
		TXN00041726		OFFICE DEPOT WALL POCKET	\$2.93
		TXN00041756		MAILCHIMP MONTHLY - EMPLOYEE N	\$16.29
		TXN00041774		OFFICE DEPOT - WALL POCKET REF	(\$2.93)
		TXN00041795		TC REGIONAL CHAMBER - DIVERSIT	\$75.00
		TXN00041804		AMAZON - SUPPLIES FOR UNITED W	\$41.20
		TXN00041806		INTERNATIONAL TRANSACTION	\$2.37
		TXN00041810		TC REGIONAL CHAMBER - PARTIAL	(\$10.00)
		TXN00041815		GELIMAS CHILLIPRINTING - 2019	\$296.18
		TXN00041826		JAKPRINTS, INC. 2019 CALENDAR	\$313.00
		TXN00041829		COSTCO - MTG REFRESHMENTS - TO	\$30.47
		TXN00041833		FRED-MEYER - RAFFLE TICKETS	\$28.64
		TXN00041834		CONOCO - NEIGHBORS CONOCO - IC	\$7.77
		TXN00041835		HOMEGOODS - PLATTER - TOWNHALL	\$14.11
		TXN00041836		FRED-MEYER - CANDY	\$18.67
		TXN00041840		TJ MAXX - PLATTER - TOWNHALL M	\$28.21
		TXN00041868		4OVER4.COM - CITY GREETING CAR	\$236.53
		TXN00041930		WM SUPERCENTER - U.WAY EVENT S	\$18.70
		TXN00041979		ADOBE INC	\$32.57
		TXN00042002		SQ RINGOLD EMBROID - PUBLIC WO	\$467.30
		TXN00042006		SMARTSHEET	\$82.54
COMMUNICATIONS & MARKETING TOTAL****					\$1,909.19
Division: 112 CABLE COMMUNICATIONS					
BANK OF AMERICA		TXN00041803	262621	ALLIANCE FOR COMMUNITY - APPLI	\$400.00
		TXN00041838		SQ STONE SOUP	\$44.33



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CABLE COMMUNICATIONS TOTAL ****					\$444.33
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00041842	262621	STAPLES - ENVELOPES	\$9.11
		TXN00041958		STARBUCKS STORE - MEETING REFR	\$18.41
PARADISE BOTTLED WATER CO		10/18-CITYATTORN	262708	BOTTLED WATER-OCTOBER	\$9.82
HANFORD COMMUNITIES TOTAL ****					\$37.34
Division:	120	FIRE			
BANK OF AMERICA		TXN00041609	262621	LUKES CARPET - STA SQUARES	\$44.21
		TXN00041622		HOME DEPOT - OFFICE SHADE	\$74.47
		TXN00041653		AMAZON - MOP HEADS	\$70.00
		TXN00041680		MILLER PAINT - STA PAINT	\$53.21
		TXN00041732		HOME DEPOT - STA REPAIRS	\$31.52
		TXN00041749		SEA WESTERN - LION HOOD	\$119.73
		TXN00041879		CHARTER - STA INTERNET FEES	\$266.20
		TXN00041897		AMAZON - LYSOL CLEANER	\$45.64
		TXN00041908		AMAZON - iPHONE/IPAD CORDS	\$42.30
		TXN00041928		CHARTER - STA INTERNET FEES	\$266.20
		TXN00041931		GOTOMEETING - SUB RENEWAL	\$355.77
		TXN00041947		AMAZON - GORILLA CARTS	\$286.15
		TXN00041955		AMAZON - HDMI CABLE	\$7.38
		TXN00041966		AMAZON - EPSON PROJECTOR	\$1,082.74
		TXN00041970		AMAZON - PROJECTOR CASE	\$48.86
		TXN00041987		AMAZON - DAWN, LYSOL, DIAL	\$217.09
		TXN00041995		AMAZON - MISTING FANS	\$1,568.69
		TXN00041997		AMAZON - FLOKEM, BODY WASH	\$137.10
BIG TOE AUTO SALVAGE		9-2018	262514	14 TRNG AUTO DELIVER/PICK UP	\$3,724.98
BUECHLER, KENNETH		18-449 BUECHLER	262516	18-449 2018 FIRE PREV INSTI	\$75.00
CALLBACK STAFFING SOLUTIONS LLC		0010026	262517	STAFFING CALLBACK SRVCS-OCT	\$216.13
		009375		STAFFING CALLBACK SRVCS-AUG	\$216.13
CITY OF PASCO		2018-00000071	262521	REGIONAL BURN PROP	\$5,226.00
		2018-00000088		EXTERNAL FIRE TRNG RECOVERY	\$2,239.48
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$3,263.78
D&D TELECOMMUNICATION PROPERTIES LLC		525	262527	PERRY MONUMENT RD RENT-NOV	\$782.87
EMERGENCY REPORTING		2018_5248	262529	ERS SUBSCRIPTION (OCT)	\$268.97
		2018_6864		ERS SUBSCRIPTION (NOV)	\$268.97
FRONTIER		10/18-2530045365	262535	SILVER CLOUD PHONE LINE	\$66.67
		11/18-2061880334		VHF PHONE LINE 10/19-11/18/18	\$423.06
HARRINGTON'S TROPHIES		78828	262538	NAME PLATE-THRUN	\$18.35
LN CURTIS & SONS	P059497	INV217372-	262548	CAIRNS BLACK 1044 HELMET	\$260.37
	P059497			SHIPPING	\$12.62



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LN CURTIS & SONS	P059497	INV219864-	262548	CAIRNS STANDARD FLANNEL CUSHIO	\$123.64
	P059497			SHIPPING	\$14.02
	P059497	INV222782-		CAIRNS BLACK 1044 HELMET	\$260.37
	P059497			SHIPPING	\$19.32
NW AIR & SAFETY		2299	262555	ST 71/72/73 COMPRR RPR/SRVC	\$1,368.36
RINGOLD EMBROIDERY	P059696	730	262718	#4850MP, JERZEES SWEATPANT, NA	\$16.56
	P059696			#PC61T, TEE SHIRT, TALL, NAVY	\$167.24
	P059696			#K321, TEE, LONG SLEEVE, NAVY	\$19.55
	P059696			#ST310, SHORTS, NAVY	\$29.32
	P059696			SCREENS	\$65.16
	P059696			PROPPER 1/4 ZIP JOB SHIRT, NAV	\$3,532.91
	P059696			ADJUST FOR TAX	\$0.01
US BANK		TXN91400006960980	262580	BLEACH FOR STOCK	\$9.24
FIRE TOTAL ****					\$27,406.34
Division:	130	POLICE			
BANK OF AMERICA		TXN00041572	262621	AMZN Mktp US MT0PT0V10 - LIGHT	\$28.11
		TXN00041577		PAPA JOHN'S #3765 - LUNCH SWAT	\$177.89
		TXN00041585		AMZN Mktp US MT53A7VN1 - BROWN	\$57.75
		TXN00041589		UPS 0000002654EE398	\$171.82
		TXN00041601		GRIGGS ACE RICHLAND - FASTENER	\$4.89
		TXN00041613		MILLERS MPIX - PD PHOTOS	\$11.23
		TXN00041623		U.S. ELITE - BOOTS	\$175.94
		TXN00041641		TEEL TECHNOLOGIES - BGA REWORK	\$329.00
		TXN00041657		STAPLES - CUPS/SPLENDA	\$89.02
		TXN00041671		STAPLES - STAMP	\$21.29
		TXN00041682		Amazon.com MT60I4KQ2 - CHAIRS	\$1,247.20
		TXN00041683		UPS 0000002654EE408	\$21.95
		TXN00041701		BESTBUYCOM -HARD DRIVE/WEBROOT	\$629.87
		TXN00041715		GOOGLE CleverTraining - GO PR	\$329.99
		TXN00041717		AMZN Mktp US MT7E36IY2 - GO PR	\$153.10
		TXN00041720		GOTPRINT.COM - BUSINESS CARDS	\$24.76
		TXN00041721		RELY MEDIA - FLASH DRIVES	\$915.00
		TXN00041729		GALLS - ELBECO SUSPENSION SYST	\$100.97
		TXN00041733		WALMART.COM - APPLE IPAD	\$379.01
		TXN00041743		EMBASSY SUITES-BELLEVUE - CHAR	\$819.08
		TXN00041746		EMBASSY SUITES-BELLEVUE - Cred	(\$819.08)
		TXN00041747		EMBASSY SUITES-BELLEVUE - CHAR	\$614.31
		TXN00041762		EMBASSY SUITES-BELLEVUE - Cred	(\$819.08)
		TXN00041764		EMBASSY SUITES-BELLEVUE - CHAR	\$819.08
		TXN00041779		Amazon.com MT13Q4R00 - HEADPHO	\$397.82
		TXN00041786		UPS 0000002654EE418	\$90.93



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041789	262621	THE HOME DEPOT #4746 - 4 TIER	\$54.28
		TXN00041790		EVIDENT INC - TUBES/SECURITY B	\$437.36
		TXN00041799		STAPLES - TONER/PAPER/KEYBOARD	\$433.48
		TXN00041800		AMZN Mktp US MT08I2WZ1 - CHARG	\$94.88
		TXN00041847		VORTEX OPTICS - V203 VIPER 12X	\$1,775.96
		TXN00041867		AMZN Mktp US M80GN4440 - CABLE	\$115.62
		TXN00041876		UPS 0000002654EE428	\$34.65
		TXN00041890		UNDER ARMOUR DIRECT TACTICAL P	\$304.05
		TXN00041891		AMZN Mktp US M84FY83R0 - CD SL	\$44.64
		TXN00041902		GALLS - INNER BELT	\$18.24
		TXN00041903		STAPLES - TONER/FOLDERS/PENS	\$239.06
		TXN00041915		DRI MICROSOFT HUP - OFFICE PRO	\$16.28
		TXN00041919		AMZN Mktp US M83VY2TV2 - BOOKS	\$200.85
		TXN00041920		FRED-MEYER #0286 - CANDY UPTOW	\$159.91
		TXN00041951		STEEBERS LOCK SERVICE - DUPLIC	\$12.38
		TXN00041957		Amazon.com M86MI1E31 - DVD-R S	\$108.52
		TXN00041973		Amazon.com M86TQ50H1 - FORENSI	\$101.51
		TXN00041980		AMZN Mktp US - Credit SHIPPING	(\$29.26)
		TXN00041985		UPS 0000002654EE438	\$44.37
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$3,301.21
cloudPWR, LLC	P059724	1977	262588	BOX ENTERPRISE LICENSE	\$65.43
STOP STICK, LTD	P059698	0013143-IN	262724	9' STOP STICK KIT W/STORAGE BA	\$1,009.98
	P059698			SHIPPING	\$40.18
THE ABY MFG GROUP INC DBA	P059599	0139652-IN	262726	154R-14648-1 - RICHLAND PD 154	\$95.00
	P059599			FREIGHT	\$16.00
	P059599			PACKAGING AND HANDLING	\$4.50
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$531.21
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$528.53
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$708.59
POLICE TOTAL ****					\$16,439.26
Division:	211	FINANCE			
BANK OF AMERICA		TXN00041557	262621	STAPLES - Purchase	\$49.22
		TXN00041617		USPS PO 5471400352 - Purchase	\$496.00
		TXN00041636		STAPLES - Purchase	\$61.75
		TXN00041648		STAPLES - Purchase	\$60.36
		TXN00041808		OFFICE DEPOT #2766 - Purchase	\$26.05
		TXN00041817		STAPLES - Purchase	\$83.65
		TXN00041832		ABADAN-CAFR PRINT DOCUMENTS	\$385.29
		TXN00041861		PITNEY BOWES PI - Purchase	\$508.60
		TXN00041889		AMZN Mktp US M855793K0 - Purch	\$69.99
		TXN00041969		STAPLES - Purchase	\$66.33



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FINANCE TOTAL ****					\$1,807.24
Division:	212	PURCHASING			
BANK OF AMERICA		TXN00041631	262621	APWA-WA CHPTR-BOTTINEAU-ONCALL	\$20.00
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$774.51
ORKIN EXTERMINATING INC	S017798	175859638	262556	PEST CONTROL SERVICES FOR BLDG	\$33.56
	S017798			PEST CONTROL SERVICES FOR BLDG	\$33.57
US BANK		TXN91100883701272	262580	MRSC WEBINAR PW CONTRACTING	\$35.00
PURCHASING TOTAL ****					\$896.64
Division:	213	INFORMATION TECHNOLOGY			
BANK OF AMERICA		TXN00041647	262621	STAPLES,COPY PAPER IT	\$82.04
		TXN00041742		AMAZON,USB ADAPTER,HDMI CABLE	\$59.68
		TXN00041775		DELL,DOCKING STATION	\$275.84
		TXN00041796		PMI CERTIFICATION,CAPM EXAM RO	\$300.00
		TXN00041824		PMI CERTIFICATION,CAPM EXAM DJ	\$300.00
		TXN00041827		PMI CERTIFICATION,CAPM EXAM	\$300.00
		TXN00041895		EBI EBAGS.COM LAPTOP BAGS	\$1,672.22
		TXN00041904		AMAZON,VOIP IP PHONE	\$977.40
		TXN00041916		RECASTSOFTWARE.COM,ANNUAL SUBS	\$1,487.50
		TXN00041918		DELL,MOTHERBOARD SUPPORT	\$389.87
		TXN00041933		VUE COMPTIA CERT TEST,EXAM JOE	\$438.00
		TXN00041937		DRI Cisco Systems - WEBEX ANNU	\$175.93
		TXN00041948		FS COM INC,BACK UP SERVERS COM	\$149.65
		TXN00041956		AMAZON,HDMI TO VGA ADAPTER GAM	\$33.86
TECH POWER SOLUTIONS INC	P059701	55081	262574	HARD DRIVE, HPE 12TB SAS 7.2K	\$1,505.20
TROUTMAN-CURTISS, TRACY		081718	262579	REIMBURSE SCANNER/PRINTER E	\$1,561.65
VERIZON WIRELESS	P059781	9814931342	262734	NASPO Wireless Charges SEPT 20	\$112.72
	P059782	9816802422		NASPO wireless charges Oct 201	\$57.53
XIOLOGIX LLC	P059702	6238	262587	ENTERPRISE BACKUP SOFTWARE	\$35,665.07
INFORMATION TECHNOLOGY TOTAL ****					\$45,544.16
Division:	220	HUMAN RESOURCES			
BANK OF AMERICA		TXN00041582	262621	STAPLES - FRAME	\$17.80
		TXN00041602		STAPLES - BOXES/TISSUE	\$70.58
		TXN00041611		NEPELRA - MEMBERSHIP - AJ	\$200.00
		TXN00041624		NEPELRA - ADA STRATEGIES WEBIN	\$99.00
		TXN00041632		STAPLES - TONER/LGL PAD/MARKER	\$76.44
		TXN00041640		STAPLES - TONER	\$161.80
		TXN00041647		STAPLES,COPY PAPER HR	\$1.82
		TXN00041650		STAPLES - TELEPHONE CORD	\$9.65
		TXN00041652		STAPLES - LGL PAD/FILE PKT/PEN	\$95.95
		TXN00041666		XPERTPRO-MARIJUANA IN WORKPLAC	\$179.00



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041670	262621	AWC - ECON DEV MGR - REPOST	\$50.00
		TXN00041684		APA - ECON DEV MGR - REPOST	\$295.00
		TXN00041710		THE MIRAGE - ADVANCE DEP - VEG	\$370.75
		TXN00041741		USPS - CERTIFIED MAIL	\$7.62
		TXN00041757		STAPLES - TAPE/PENS	\$34.48
		TXN00041782		USPS- STAMPS	\$30.00
		TXN00041871		STAPLES - PAPER/FOLDERS/PENS	\$63.40
		TXN00041872		STAPLES - DUST MASK	\$8.89
		TXN00041896		STAPLES - PAPER CREDIT	(\$42.30)
		TXN00041905		STAPLES - PAPER REISSUE	\$42.30
		TXN00041953		STAPLES - TONER/FOLDERS/LGL PA	\$100.25
		TXN00041971		STAPLES - PENDAFLEX FOLDERS	\$48.85
		TXN00041989		STONE SOUP - SEWTG NEGOTIATION	\$94.52
cloudPWR, LLC	P059724	1977	262588	BOX ENTERPRISE LICENSE	\$65.43
COLUMBIA INDUSTRIES SUPPORT LLC		0072918	262668	ON SITE SHREDDING WO #0121022	\$37.28
EMPLOYMENT SCREENING SERVICES, INC		40795141262	262680	BACKGROUND/REFERENCE CHECKS	\$11.00
ON SCENE MEDICAL SERVICES, P.C.		1157	262705	PRE EMP-PHYSICALS/CDL/VAC/DOT	\$450.00
HUMAN RESOURCES TOTAL ****					\$2,579.51
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
BANK OF AMERICA		TXN00041873	262621	RIVERHOUSE - TRIP #18-332, K.	\$351.08
		TXN00041878		PLANNER PADS CO - 2019 PLANNER	\$46.28
		TXN00041884		OFFICE DEPOT - CALCULATOR	\$20.62
		TXN00041998		TST HOPS N DROPS - RICHL - SH	\$25.00
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$57.38
	P059781	9814931342		NASPO Wireless Charges SEPT 20	(\$18.44)
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$481.92
Division:	301	DEVELOPMENT SERVICES			
BANK OF AMERICA		TXN00041644	262621	STAPLES - MONITOR STAND	\$54.29
		TXN00041661		FAIRFIELD INN & SUITES - TRIP	\$239.42
		TXN00041709		INT'L CODE COUNCIL INC - CERT.	\$85.00
		TXN00041737		INT'L CODE COUNCIL INC - ANNUA	\$95.00
		TXN00041748		STAPLES - WIRELESS MOUSE, POST	\$94.59
		TXN00041967		STAPLES - MAP RAIL	\$41.26
		TXN00041991		STAPLES - BINDERS, POST ITS, P	\$94.44
WATER SOLUTIONS INC		19925	262736	3 WTR MACHINES - NOV 2018	\$39.63
				3 WTR MACHINES - NOV 2018	\$16.29
DEVELOPMENT SERVICES TOTAL ****					\$759.92
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00041554	262621	INGRAM BOOKS	\$182.36



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041569	262621	INGRAM BOOKS	\$183.77
		TXN00041575		INGRAM BOOKS	\$85.27
		TXN00041580		STAPLES - Purchase	\$150.13
		TXN00041587		INNSUITESBESTWESTALBUQUER - Pu	\$368.92
		TXN00041596		INGRAM BOOKS	\$300.08
		TXN00041603		INGRAM BOOKS	\$163.75
		TXN00041608		INGRAM BOOKS	\$192.22
		TXN00041634		INGRAM BOOKS	\$155.61
		TXN00041659		INGRAM BOOKS	\$281.22
		TXN00041673		INGRAM BOOKS	\$166.21
		TXN00041676		INGRAM AUDIOBOOK	\$19.75
		TXN00041681		OVERDRIVE DIGITAL	\$685.75
		TXN00041685		AMZN Mktp US MT1RN6SL0 - Purch	\$21.71
		TXN00041687		MIDWEST DVD	\$1,228.49
		TXN00041691		BLACKSTONE AUDIOBOOK	\$491.22
		TXN00041693		BAKER & TAYLOR BOOKS	\$329.82
		TXN00041697		WM SUPERCENTER #3261 - Purchas	\$12.64
		TXN00041706		INGRAM BOOKS	\$185.73
		TXN00041716		INGRAM BOOKS	\$75.11
		TXN00041725		INGRAM BOOKS	\$91.38
		TXN00041734		INGRAM DVD	\$11.87
		TXN00041744		MIDWEST DVD	\$445.98
		TXN00041753		INGRAM BOOKS	\$379.52
		TXN00041759		STAPLES - Purchase	\$48.85
		TXN00041760		CDW GOVT #PPF6095 - Purchase	\$211.76
		TXN00041769		RECORDED BOOKS	\$7.55
		TXN00041773		INGRAM BOOKS	\$84.65
		TXN00041776		TARGET 00023143 - Purch	\$8.63
		TXN00041809		INGRAM BOOKS	\$1,329.09
		TXN00041816		INGRAM BOOKS	\$169.32
		TXN00041818		INGRAM BOOKS	\$78.76
		TXN00041848		INGRAM BOOKS	\$295.15
		TXN00041851		INGRAM BOOKS	\$144.14
		TXN00041865		INGRAM BOOKS	\$154.28
		TXN00041892		STAPLES - Purchase	\$58.71
		TXN00041894		RUST STORE - CITRISURF 2310	\$59.98
		TXN00041906		INGRAM BOOKS	\$263.58
		TXN00041923		INGRAM BOOKS	\$1,843.42
		TXN00041929		SAGE BOOK	\$265.71
		TXN00041936		TRI-CITY HERALD	\$223.60
		TXN00041938		MIDWEST DVD	\$487.10



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041945	262621	INGRAM BOOKS	\$194.61
		TXN00041949		INGRAM BOOKS	\$337.49
		TXN00041965		BLACKSTONE AUDIOBOOK	\$90.00
		TXN00041968		INGRAM BOOKS	\$319.97
		TXN00041975		OVERDRIVE DIGITAL	\$27.00
		TXN00041976		OVERDRIVE DIGITAL	\$166.99
		TXN00041984		OVERDRIVE DIGITAL	\$112.00
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$4,752.58
MCCLELLAND, THOMAS A.	P059765	111318	262699	RUST PREVENTATIVE TREATMENT FO	\$1,075.00
MIDWEST TAPE		96582267	262701	OCTOBER 2018 HOOPLA	\$3,753.00
LIBRARY TOTAL ****					\$22,771.43
Division:	330	PARKS & RECREATION ADMIN			
AMERICAN PLANNING ASSOCIATION		114307-18107	262615	APA MEMBERSHIP - J. SCHIESSL	\$644.00
BANK OF AMERICA		TXN00041667	262621	DOUBLETREE CITY CENTER - WAPA	\$255.69
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$229.52
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$229.52
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$230.12
PARKS & RECREATION ADMIN TOTAL ****					\$1,588.85
Division:	331	PARKS & REC - RECREATION			
BANK OF AMERICA		TXN00041558	262621	WWW.JOINHOMEBASE.COM - Purchas	\$9.95
		TXN00041562		HOBBY-LOBBY #457 - FRAME FOR R	\$146.15
		TXN00041578		500 - COPY PAPER	\$84.60
		TXN00041586		200 Candy Fall Carnival	\$1,217.13
		TXN00041590		100 Flag Football USA Football	\$113.56
		TXN00041605		CASH REGISTER TAPE	\$82.30
		TXN00041626		200 FALL CARNIVAL	\$90.69
		TXN00041639		200 FALL CARNIVAL	\$56.44
		TXN00041651		Amazon Prime - SUPPLIES	\$14.11
		TXN00041672		SIGNSIMPL LLC,PERSONAL PLAN	\$16.00
		TXN00041678		200 FALL CARNIVAL	\$195.53
		TXN00041707		COSTCO - GINGERBREADS, TREES	\$1,020.71
		TXN00041719		200 FALL CARNIVAL	\$53.88
		TXN00041720		GOTPRINT.COM - DOG PARK RULES	\$37.35
		TXN00041736		SQ VISIT TRI-CITIES - ANNUAL	\$60.00
		TXN00041750		200 FALL CARNIVAL	\$36.27
		TXN00041751		WA FOOD WORKER CARD - Purchase	\$10.00
		TXN00041766		200 FALL CARNIVAL	\$95.28
				100 YOUTH FOOTBALL	\$66.00
		TXN00041771		WA FOOD WORKER CARD - Purchase	\$10.00
		TXN00041772		WA FOOD WORKER CARD - Purchase	\$10.00



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041784	262621	200 FALL CARNIVAL	\$28.54
		TXN00041793		200 FALL CARNIVAL	\$46.19
		TXN00041802		WA FOOD WORKER CARD - Purchase	\$10.00
		TXN00041819		200 FALL CARNIVAL	\$135.55
		TXN00041830		200 FALL CARNIVAL	\$7.94
		TXN00041854		200 FALL CARNIVAL	\$108.37
		TXN00041880		200 FALL CARNIVAL	\$6.52
		TXN00041882		WA FOOD WORKER CARD - Purchase	\$10.00
		TXN00041888		200 FALL CARNIVAL BOUNCE HOUSE	\$560.65
		TXN00041912		COFFEE CUPS	\$27.48
		TXN00041922		AMZN MKTP US M84U99JE1 AM - OF	\$108.42
		TXN00041941		HOME DEPOT - WINTER WONDERLAND	\$34.36
		TXN00041942		OFFICE DEPOT #2766 - OFFICE SU	\$87.16
		TXN00041943		200 FALL CARNIVAL	\$43.33
		TXN00041961		WM SUPERCENTER #3261 - FALL CA	\$19.18
		TXN00041964		200 FALL CARNIVAL	\$8.03
		TXN00041977		WWW.JOINHOMEBASE.COM -	\$9.95
		TXN00041981		PUSH BROOM	\$23.98
		TXN00041983		IN HOLIDAY TECHNOLOGIES - WIN	\$2,113.88
		TXN00041986		COFFEE SUPPLIES RCC	\$111.50
		TXN00041994		GOTPRINT.COM - BUSINESS CARDS	\$40.57
EWING IRRIGATION PRODUCTS INC		6455284	262682	WINTERWOND GRN BALL 4"-23'	\$1,012.70
		6482123		WINTER WOND GRN BALL 4"-23'	\$1,045.28
MID COLUMBIA NEWSPAPER PUBLISHERS INC		10934	262490	ADVERTISING-FALL CARNIVAL	\$399.00
RICHLAND ACE HARDWARE		62175/1	262498	500 SAFETY GLASSES/EAR PROTECT	\$23.87
TRI CITIES MONITORING, INC		18-363	262728	EVENT SECURITY - FALL CARNIVAL	\$125.00
PARKS & REC - RECREATION TOTAL ****					\$9,573.40
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABADAN INC		AR38803	262470	COMFORT STATION CHECK PADS	\$556.03
ABM JANITORIAL NORTHWEST		12993581	262471	SEPT POOL HOUSE	\$1,229.80
		13088953	262612	JANITORIAL SRVCS-NOVEMBER	\$3,255.03
				JANITORIAL SRVCS-NOVEMBER	\$2,793.83
				JANITORIAL SRVCS-NOVEMBER	\$590.30
				JANITORIAL SRVCS-NOVEMBER	\$2,406.15
BACKFLOW APPARATUS & VALVE CO		876067	262472	BACKFLOW REPAIR PARTS	\$589.81
BANK OF AMERICA		TXN00041563	262621	HOME DEPOT - CLAYBELL BENCH RE	\$78.54
		TXN00041568		HOME DEPOT - UPGRADE BOAT PART	\$69.56
		TXN00041570		RANCH & HOME - UPGRADE BOAT PA	\$48.00
		TXN00041573		ACE - IRRIGATION PARTS	\$13.56
		TXN00041595		ACE - PLUMBING PARTS - DRINKIN	\$42.01
		TXN00041598		WALMART - CMII INTERVIEW SUPPL	\$25.60



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041604	262621	AMAZON - PLUMBING PARTS - DRIN	\$255.21
		TXN00041607		OFFICE DEPOT - BINDERS, LAMINA	\$44.30
		TXN00041612		CABELAS. - BOAT SEATS, POSTS	\$474.56
		TXN00041616		PGH WATER COOLER - HVAC PARTS	\$115.70
		TXN00041618		OFFICE DEPOT - BINDERS	\$3.06
		TXN00041619		123 123SIGNUP - TURF SEMINAR	\$25.00
		TXN00041628		CABELAS - BOAT SEATS, POSTS	\$195.46
		TXN00041630		HOME DEPOT - PLUMBING SUPPLIES	\$569.15
		TXN00041637		ULINE - HVAC STOCK ITEMS	\$1,037.58
		TXN00041647		STAPLES,COPY PAPER PARKS	\$27.56
		TXN00041655		ROUND TABLE PIZZA - CMII INTER	\$22.00
		TXN00041668		FRANCHINO'S STONE - JOHNSONITE	\$32.58
		TXN00041692		123 123SIGNUP - CREDIT	(\$25.00)
		TXN00041699		AMAZON - HVAC PARTS	\$113.58
		TXN00041703		RICKS CUSTOM FENCING - TRAILHE	\$2,244.83
		TXN00041707		COSTCO - DEWALT 181 PC KIT	\$108.59
		TXN00041723		HOME DEPOT - HVAC SUPPLIES	\$96.23
		TXN00041727		CHEVRON - FUEL FOR VEHICLE 242	\$35.37
		TXN00041754		MAVERIK #448 - PROPANE FOR BBQ	\$21.71
		TXN00041761		HOME DEPOT - LIBRARY ROOF REPA	\$216.57
		TXN00041777		OASIS - HVAC PARTS	\$559.81
		TXN00041788		HOME DEPOT - RATCHET TIE DOWN	\$23.87
		TXN00041791		HOME DEPOT - LIBRARY DOOR REPA	\$9.06
		TXN00041798		HOME DEPOT - CLAYBELL BENCH IN	\$11.45
		TXN00041821		AMAZON - HVAC TOOLS	\$428.87
		TXN00041849		SUN DATA - PRINTER TONER	\$57.90
		TXN00041857		OFFICE DEPOT - HI-LIGHTERS, LA	\$36.73
		TXN00041859		ULINE - MAGNETS FOR WHITEBOARD	\$104.45
		TXN00041864		AMAZON - BLADE, KNIFE SHARPENI	\$85.76
		TXN00041869		OFFICE DEPOT - WHITE BOARD CLE	\$54.29
		TXN00041877		ACE - IRRIGATION PARTS	\$35.70
		TXN00041885		OFFICE DEPOT - OFFICE SUPPLIES	\$24.70
		TXN00041900		TARGET - TEMP APPRECIATION LU	\$15.70
		TXN00041913		SUN WEST - LOGO	\$27.15
		TXN00041925		CPO - DEWALT TOOL KIT - HEDGES	\$324.71
		TXN00041935		PIZZA HUT - TEMP APPRECIATION	\$104.27
		TXN00041940		AMAZON - BLADE SHARPENING TOOL	\$65.12
		TXN00041950		WWW.NEWEGG.COM - FRAUD - NO RE	\$197.42
		TXN00041988		AMAZON - COMPUTER SPEAKERS	\$30.40
BEAVER BARK & ROCK	903814		262652	SOIL	\$43.40
CASCADE NATURAL GAS CORP	10/18 51897100007		262519	NAT GAS 1005 SWIFT 9/18-10/18	\$2,132.05



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASCADE NATURAL GAS CORP		10/18 73638100005	262519	NAT GAS 500 AMON 9/18-10/18	\$561.17
		10/18 75226321539		NAT GAS 2710 DUPRT 09/15-10/16	\$268.42
		10/18 80577100003		NAT GAS 200 BLDG 09/15-10/16	\$635.59
		10/18 90577100002		NAT GAS BLDG 300 09/15-10/16	\$426.26
		10/18 96738100005		NAT GAS 505 SWIFT 09/18-10/18	\$580.80
		10/18-61897100006		NAT GAS 955 NRTHGT 09/18-10/18	\$686.28
CENTRAL PRE-MIX CONCRETE PRODUCTS COMPANY	110228608		262660	DIAMOND BEVELED FACE BLEND	\$211.01
CITY OF RICHLAND	10/2018 OCT		262663	CITY UTILITY BILLS/OCT 2018	\$4,190.60
				CITY UTILITY BILLS/OCT 2018	\$234.31
				CITY UTILITY BILLS/OCT 2018	\$8,300.87
				CITY UTILITY BILLS/OCT 2018	\$223.60
				CITY UTILITY BILLS/OCT 2018	\$241.22
				CITY UTILITY BILLS/OCT 2018	\$241.43
				CITY UTILITY BILLS/OCT 2018	\$17.79
				CITY UTILITY BILLS/OCT 2018	\$262.78
				CITY UTILITY BILLS/OCT 2018	\$2,539.00
				CITY UTILITY BILLS/OCT 2018	\$263.29
				CITY UTILITY BILLS/OCT 2018	\$2,519.36
				CITY UTILITY BILLS/OCT 2018	\$276.15
				CITY UTILITY BILLS/OCT 2018	\$281.21
				CITY UTILITY BILLS/OCT 2018	\$301.80
				CITY UTILITY BILLS/OCT 2018	\$304.09
				CITY UTILITY BILLS/OCT 2018	\$308.96
				CITY UTILITY BILLS/OCT 2018	\$242.25
				CITY UTILITY BILLS/OCT 2018	\$168.30
				CITY UTILITY BILLS/OCT 2018	\$17.71
				CITY UTILITY BILLS/OCT 2018	\$122.57
				CITY UTILITY BILLS/OCT 2018	\$123.04
				CITY UTILITY BILLS/OCT 2018	\$142.57
				CITY UTILITY BILLS/OCT 2018	\$12.24
				CITY UTILITY BILLS/OCT 2018	\$145.35
				CITY UTILITY BILLS/OCT 2018	\$147.90
				CITY UTILITY BILLS/OCT 2018	\$153.56
				CITY UTILITY BILLS/OCT 2018	\$155.60
				CITY UTILITY BILLS/OCT 2018	\$157.25
				CITY UTILITY BILLS/OCT 2018	\$10.29
				CITY UTILITY BILLS/OCT 2018	\$157.99
				CITY UTILITY BILLS/OCT 2018	\$1.05
				CITY UTILITY BILLS/OCT 2018	\$165.22
				CITY UTILITY BILLS/OCT 2018	\$219.81



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$169.90
				CITY UTILITY BILLS/OCT 2018	\$171.11
				CITY UTILITY BILLS/OCT 2018	\$173.17
				CITY UTILITY BILLS/OCT 2018	\$176.00
				CITY UTILITY BILLS/OCT 2018	\$186.20
				CITY UTILITY BILLS/OCT 2018	\$187.05
				CITY UTILITY BILLS/OCT 2018	\$192.75
				CITY UTILITY BILLS/OCT 2018	\$201.65
				CITY UTILITY BILLS/OCT 2018	\$204.60
				CITY UTILITY BILLS/OCT 2018	\$209.70
				CITY UTILITY BILLS/OCT 2018	\$8.39
				CITY UTILITY BILLS/OCT 2018	\$311.00
				CITY UTILITY BILLS/OCT 2018	(\$22,583.65)
				CITY UTILITY BILLS/OCT 2018	\$163.10
				CITY UTILITY BILLS/OCT 2018	\$896.76
				CITY UTILITY BILLS/OCT 2018	\$487.05
				CITY UTILITY BILLS/OCT 2018	\$506.49
				CITY UTILITY BILLS/OCT 2018	\$938.79
				CITY UTILITY BILLS/OCT 2018	\$512.55
				CITY UTILITY BILLS/OCT 2018	\$523.60
				CITY UTILITY BILLS/OCT 2018	\$933.56
				CITY UTILITY BILLS/OCT 2018	\$524.10
				CITY UTILITY BILLS/OCT 2018	\$930.75
				CITY UTILITY BILLS/OCT 2018	\$899.55
				CITY UTILITY BILLS/OCT 2018	\$535.15
				CITY UTILITY BILLS/OCT 2018	\$367.20
				CITY UTILITY BILLS/OCT 2018	\$609.53
				CITY UTILITY BILLS/OCT 2018	\$984.73
				CITY UTILITY BILLS/OCT 2018	\$27.10
				CITY UTILITY BILLS/OCT 2018	\$674.66
				CITY UTILITY BILLS/OCT 2018	\$675.45
				CITY UTILITY BILLS/OCT 2018	\$890.54
				CITY UTILITY BILLS/OCT 2018	\$690.75
				CITY UTILITY BILLS/OCT 2018	\$700.90
				CITY UTILITY BILLS/OCT 2018	\$710.25
				CITY UTILITY BILLS/OCT 2018	\$715.63
				CITY UTILITY BILLS/OCT 2018	\$26.63
				CITY UTILITY BILLS/OCT 2018	\$766.43
				CITY UTILITY BILLS/OCT 2018	\$800.90
				CITY UTILITY BILLS/OCT 2018	\$579.51
				CITY UTILITY BILLS/OCT 2018	\$410.98



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$317.84
				CITY UTILITY BILLS/OCT 2018	\$342.40
				CITY UTILITY BILLS/OCT 2018	\$481.95
				CITY UTILITY BILLS/OCT 2018	\$373.20
				CITY UTILITY BILLS/OCT 2018	\$851.25
				CITY UTILITY BILLS/OCT 2018	\$1,975.65
				CITY UTILITY BILLS/OCT 2018	\$384.68
				CITY UTILITY BILLS/OCT 2018	\$387.78
				CITY UTILITY BILLS/OCT 2018	\$391.00
				CITY UTILITY BILLS/OCT 2018	\$394.69
				CITY UTILITY BILLS/OCT 2018	\$1,936.52
				CITY UTILITY BILLS/OCT 2018	\$484.20
				CITY UTILITY BILLS/OCT 2018	\$406.28
				CITY UTILITY BILLS/OCT 2018	\$263.50
				CITY UTILITY BILLS/OCT 2018	\$1,179.93
				CITY UTILITY BILLS/OCT 2018	\$443.71
				CITY UTILITY BILLS/OCT 2018	\$1,075.20
				CITY UTILITY BILLS/OCT 2018	\$463.06
				CITY UTILITY BILLS/OCT 2018	\$463.50
				CITY UTILITY BILLS/OCT 2018	\$471.75
				CITY UTILITY BILLS/OCT 2018	\$1,059.45
				CITY UTILITY BILLS/OCT 2018	\$474.41
				CITY UTILITY BILLS/OCT 2018	\$1,053.35
				CITY UTILITY BILLS/OCT 2018	\$1,016.15
				CITY UTILITY BILLS/OCT 2018	\$2,111.10
				CITY UTILITY BILLS/OCT 2018	\$1,269.94
				CITY UTILITY BILLS/OCT 2018	\$85.05
				CITY UTILITY BILLS/OCT 2018	\$33.10
				CITY UTILITY BILLS/OCT 2018	\$61.15
				CITY UTILITY BILLS/OCT 2018	\$63.57
				CITY UTILITY BILLS/OCT 2018	\$67.50
				CITY UTILITY BILLS/OCT 2018	\$67.90
				CITY UTILITY BILLS/OCT 2018	\$71.38
				CITY UTILITY BILLS/OCT 2018	\$60.39
				CITY UTILITY BILLS/OCT 2018	\$79.11
				CITY UTILITY BILLS/OCT 2018	\$60.19
				CITY UTILITY BILLS/OCT 2018	\$90.85
				CITY UTILITY BILLS/OCT 2018	\$33.86
				CITY UTILITY BILLS/OCT 2018	\$33.20
				CITY UTILITY BILLS/OCT 2018	\$27.28
				CITY UTILITY BILLS/OCT 2018	\$95.00



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$28.85
				CITY UTILITY BILLS/OCT 2018	\$27.25
				CITY UTILITY BILLS/OCT 2018	\$34.05
				CITY UTILITY BILLS/OCT 2018	\$44.19
				CITY UTILITY BILLS/OCT 2018	\$28.10
				CITY UTILITY BILLS/OCT 2018	\$28.04
				CITY UTILITY BILLS/OCT 2018	\$27.51
				CITY UTILITY BILLS/OCT 2018	\$36.95
				CITY UTILITY BILLS/OCT 2018	\$27.44
				CITY UTILITY BILLS/OCT 2018	\$117.88
				CITY UTILITY BILLS/OCT 2018	\$60.40
				CITY UTILITY BILLS/OCT 2018	\$43.40
				CITY UTILITY BILLS/OCT 2018	\$76.73
				CITY UTILITY BILLS/OCT 2018	\$276.72
				CITY UTILITY BILLS/OCT 2018	\$44.33
				CITY UTILITY BILLS/OCT 2018	\$45.09
				CITY UTILITY BILLS/OCT 2018	\$46.17
				CITY UTILITY BILLS/OCT 2018	\$34.90
				CITY UTILITY BILLS/OCT 2018	\$48.03
				CITY UTILITY BILLS/OCT 2018	\$52.50
				CITY UTILITY BILLS/OCT 2018	\$43.02
				CITY UTILITY BILLS/OCT 2018	\$102.16
				CITY UTILITY BILLS/OCT 2018	\$116.35
				CITY UTILITY BILLS/OCT 2018	\$27.17
				CITY UTILITY BILLS/OCT 2018	\$29.82
				CITY UTILITY BILLS/OCT 2018	\$98.92
				CITY UTILITY BILLS/OCT 2018	\$29.80
				CITY UTILITY BILLS/OCT 2018	\$31.50
				CITY UTILITY BILLS/OCT 2018	\$28.95
				CITY UTILITY BILLS/OCT 2018	\$97.72
				CITY UTILITY BILLS/OCT 2018	\$28.86
				CITY UTILITY BILLS/OCT 2018	\$101.88
				CITY UTILITY BILLS/OCT 2018	\$30.14
				CITY UTILITY BILLS/OCT 2018	\$117.16
				CITY UTILITY BILLS/OCT 2018	\$30.65
				CITY UTILITY BILLS/OCT 2018	\$32.40
COLUMBIA BASIN HOTSY LLC		IN17176	262477	PRESSURE WASHER REPAIR	\$18.27
EWING IRRIGATION PRODUCTS INC		6377941	262481	IRRIGATION PARTS-FRANKFORT	\$224.69
		6377942		IRRIGATION PARTS-FRANKFORT	\$135.76
		6385279		IRRIGATION PARTS-FRANKFORT	\$1.23
		6385280		TURFACE MOUND CLAY	\$210.53



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EWING IRRIGATION PRODUCTS INC		6411156	262481	PARTS RETURN-FRANKFORT	(\$924.14)
		6417975		IRRIGATION PARTS-FRANKFORT	\$443.48
		6442455	262682	IRRIGATION PARTS	\$13.14
FASTENAL COMPANY		WARIC78939	262482	CLAYBELL BENCH PARTS	\$7.29
FERGUSON ENTERPRISES INC		6645824	262483	PLUMBING PARTS	\$84.08
FIRE PROTECTION SPECIALISTS LLC		56206	262683	ANNUAL FIRE ALARM INSPECTIONS	\$4,271.00
HD FOWLER COMPANY INC		I4975492	262484	6" FCA	\$343.39
		I4989544		ROMAC PARTS-FRANKFORT	\$256.13
HERC RENTALS INC		30356091-001	262485	MINI EXCAVATOR-FRANKFORT	\$216.11
		30371900-001	262686	TRACK LOADER - FRANKFORT	\$1,270.62
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		464354	262487	IRRIGATIO-FRANKFORT	\$127.11
MCDONALD'S & ASSOCIATES INC		100218	262489	TOPSOIL-FRANKFORT	\$1,140.30
		100518		TOPSOIL-DUPORTAIL BINS	\$157.47
OXARC INC		30486903	262492	CO2	\$312.23
		30489537		CO2	\$179.19
		30494090	262706	CO2	\$202.00
		30498904		STARGON #9	\$26.76
		60265240		CYLINDER RENTAL- OCTOBER	\$143.81
PNW-STMA		VM18-3	262496	TURF SEMINAR	\$90.00
RICHLAND NAPA		423043	262716	OIL GUN	\$13.02
SIEMENS INDUSTRY INC	P059087	5445262770	262568	PROVIDE AND INSTALL UPGRADED	\$26,888.27
SPORT SUPPLY GROUP INC		903088630	262474	BBQ GRILLS	\$1,351.64
		903304364		PICNIC TABLES	\$4,595.69
SPRAGUE PEST SOLUTIONS		3652597	262723	OCT 2018 MONTHLY SERVICE-FS 1	\$103.17
		3652598		OCT 2018 MONTHLY SERVICE-FS 2	\$103.17
		3652599		OCT 2018 MONTHLY SERVICE-FS 3	\$103.17
		3652600	262500	OCT 2018 MONTHLY SERVICE-FS 4	\$103.17
		3652601	262723	OCT 2018 MONTHLY SERVICE-RCC	\$124.89
		3652602	262500	OCT 2018 MONTHLY SVCS-CTY HALL	\$190.05
		3652603		OCT 2018 MONTHLY SERVICE-703	\$190.05
		S102554405.001	262501	BATTERY-LIBRARY DOOR ALARM	\$8.89
TACOMA SCREW PRODUCTS INC		22226841	262725	HVAC SHOP SUPPLIES	\$104.55
PARKS & REC - PARKS&FACILITIES TOTAL****					\$110,701.50
Division:	338	PARKS & REC - PROJECT ADMIN			
BEDROCK SPECIALTY STONE PRODUCTS		47998	262473	BASALT BALLAST	\$608.16
PARKS & REC - PROJECT ADMIN TOTAL****					\$608.16
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00041566	262621	FACEBK - RICHLAND ROAD TRIP AD	\$4.58
KCMB LLC		2800017784	262692	KCMB-104.7FM TOURISM-OCT	\$299.00
		2890017784		KCMB-104.7FM TOURISM-SEPT	\$100.00



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KWRL LLC		1800017783	262695	KWRL-99.9FM TOURISM-OCT	\$299.00
		1890017783		KWRL-99.9FM TOURISM-SEPT	\$299.00
NON-DEPARTMENTAL TOTAL ****					\$1,001.58
GENERAL FUND Total ***					\$319,438.54
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
ARROW CONSTRUCTION SUPPLY INC		228213	262509	CAT GRINDER RENTAL	\$15,638.40
BANK OF AMERICA		TXN00041647	262621	STAPLES,COPY PAPER STREET	\$0.28
		TXN00041812		OFFICE DEPOT #2766 - Purchase	\$8.67
		TXN00042005		THE HOME DEPOT #4746 - Purchas	\$169.62
		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$762.92
CITY OF RICHLAND				CITY UTILITY BILLS/OCT 2018	\$89.77
ECONOLITE CONTROL PRODUCTS INC	P059605	145969	262528	Cable, 3 Cond, 18 AWG Polyethe	\$4,626.36
	P059605			Camera Mounting Bracket, 10"	\$768.89
	P059605			Autoscope Vision Comm Manager,	\$11,946.00
	P059605			AUTOSCOPE VISION video sensor-	\$95,785.20
IDAX		18240	262688	TRAFFIC COUNT THRU JULY 2018	\$2,432.00
		18240.1		TRAFFIC COUNT THRU OCT 2018	\$384.00
INLAND ASPHALT CO	P059755	2706182	262543	ASPHALT, INV #2706182 10/16/1	\$15,144.54
	P059751	2707289	262544	ADJUST TAX	\$0.01
	P059751			ASPHALT, INV #2707289 10/17/1	\$10,996.89
	P059752	2707945		ASPHALT, INV #2707945 10/18/1	\$9,552.62
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$57.38
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$57.38
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$57.53
STREETS MAINTENANCE TOTAL ****					\$168,478.46
CITY STREETS Total ***					\$168,478.46
FUND	112	INDUSTRIAL DEVELOPMENT FUND			
Division:	305	ECONOMIC DEVELOPMENT			
BANK OF AMERICA		TXN00041610	262621	STAPLES - MOUSE PAD, WRIST RES	\$34.08
		TXN00041633		STAPLES - CHAIR MAT, MONITOR S	\$60.90
		TXN00041874		SANDYS TROPHIES INC - CITY NAM	\$27.69
		TXN00041887		TC. REG. CHAMBER - DIVERSITY S	\$65.00
		TXN00041978		DOWNTOWN DEV CTR - ANNUAL SUBS	\$182.00
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$282.36
WALLNER, AMANDA		110318	262582	REIMBURSE SB MAILBX/GEAR	\$171.64
ECONOMIC DEVELOPMENT TOTAL ****					\$823.67



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
APPRAISAL GROUP SEWA		2018-183	262620	APPRAISAL-505 SWIFT BLVD	\$1,200.00
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$70.43
PERMIT SURVEYING INC		17159-6.INV	262710	HR INDUST. LOGSTON RELINQU.	\$4,972.50
		18119-1.INV		POLAR WAY TOPO	\$6,375.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$12,617.93
INDUSTRIAL DEVELOPMENT FUND Total ***					\$13,441.60
FUND 117		PUBLIC SAFETY SALES TAX			
Division:	131	PSST POLICE ACTIVITY			
BANK OF AMERICA		TXN00041629	262621	B&H PHOTO 800-606-6969 - Purch	\$600.00
		TXN00041658		B&H PHOTO 800-606-6969 - Purch	\$989.00
		TXN00041700		TALOS TACTICAL - UNIFORM PANTS	\$103.15
		TXN00041713		AMZN Mktp US MT6UF7UJ2 - FLASH	\$9.97
		TXN00041820		PRIVATEINTERNETACCESS	\$39.95
PSST POLICE ACTIVITY TOTAL ****					\$1,742.07
PUBLIC SAFETY SALES TAX Total ***					\$1,742.07
FUND 150		HOTEL/MOTEL FUND			
Division:	307	HOTEL/MOTEL TAX			
TRI CITIES VISITOR & CONVENTION BUREAU		156404	262729	TCVCB MONTHLY DUES-OCT 2018	\$19,134.14
HOTEL/MOTEL TAX TOTAL ****					\$19,134.14
HOTEL/MOTEL FUND Total ***					\$19,134.14
FUND 151		SPECIAL LODGING ASSESSMENT			
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		OCTOBER 2018	262729	SPECIAL LODGING ACCESS OCT 18	\$58,933.19
TOURISM PROMOTION AREA TOTAL ****					\$58,933.19
SPECIAL LODGING ASSESSMENT Total ***					\$58,933.19
FUND 153		COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
FIRST AMERICAN TITLE COMPANY		3147363-MM	262534	RECONVEYANCE FEE 2023 BLUE AVE	\$235.00
SENIOR LIFE RESOURCES NW INC		2018 CDBG	262567	MEALS ON WHEELS PROGRAM #02-18	\$8,600.00
CDBG PROGRAM TOTAL ****					\$8,835.00
COMMUNITY DEV BLOCK GRANT Total ***					\$8,835.00
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount	
CITY OF PASCO		18-3	262522	PASCO HOME DPA 7/1-9/30/2018	\$10,673.89	
				PASCO HOME DPA 7/1-9/30/2018	\$1,459.77	
HOME PROGRAM TOTAL****					\$12,133.66	
HOME FUND Total ***					\$12,133.66	
FUND	301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS				
3M		S018006	TP39704	262469	RELECTIVE SHEETING, WHITE 4090	\$1,143.56
		S018006			ADJUST FOR TAX	(\$0.01)
		S018006			REFLECTIVE SHEETING, WHITE 409	\$952.97
ABADAN INC		AR40084	262611	SWIFT IMPROVEMENTS	\$978.97	
KEITH NEWHOUSE		000028	262693	SIDEWALK REPAIR REIMB 1515AMON	\$379.70	
WESTERN SYSTEMS, INC.		P059459	0000037246	262584	Sign (Arrow) 24" x 12" Fluores	\$119.33
		P059459			Control Cabinet (SC315-GEN3)-S	\$2,155.71
		P059459			ADJUST TAX	(\$0.01)
		P059459			Pushbutton Station (Guardian)	\$1,794.62
WHITNEY EQUIPMENT COMPANY INC		P059682	86910	262585	MINICAS RELAYS FOR DUPORTAIL L	\$1,016.50
		P059682			FREIGHT SHIPPING AND HANDLING	\$21.04
		P059682			ADJUST TAX	(\$0.01)
ARTERIAL STREETS TOTAL****					\$8,562.37	
STREETS CAPITAL CONSTRUCTION Total ***					\$8,562.37	
FUND	380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS				
BANK OF AMERICA		TXN00041855	262621	HOME DEPOT - IRRIGATION PARTS	\$121.98	
		TXN00042001		TRI CITY LUMBER - GOETHALS PAR	\$833.77	
COLUMBIA ELECTRIC SUPPLY		5858-419717	262478	COLUMBIA POINT LIGHTS	\$34.45	
COX EXCAVATING		325374	262479	COLUMBIA PT-SAND	\$38,844.86	
		325375	262674	SAND-COL PT FOOTBALL FIELD	\$385.53	
DESERT GREEN TURF INC		196888	262676	FERT ON NEW FOOTBALL TURF	\$119.73	
EWING IRRIGATION PRODUCTS INC		6370745	262481	IRRIGATION PARTS-COLUMBIA PT	\$71.49	
		6385281		IRRIGATIO PARTS-COLUMBIA PT	\$28.96	
HERC RENTALS INC		30353944-001	262485	MINI EXCAVATOR-COLUMBIA PT	\$309.51	
IRRIGATION SPECIALISTS INC		1260442-01	262486	IRRIGATION-COLUMBIA PT	\$1,816.30	
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		464397	262487	COLUMBIA PT IRRIGATION	\$169.14	
MONARCH MACHINE & TOOL CO INC		A198915	262702	COL PT FOOTBALL RENO PARTS	\$672.69	
NORTH COAST ELECTRIC COMPANY		S8923454.001	262491	COLUMBIA PT LIGHTS	\$110.34	
NORTHWEST PLAYGROUND EQUIPMENT INC		P059387	43380	262554	PLAYGROUND EQUIPMENT, SANDSTON	\$12,217.50
		P059387			6% DISCOUNT ON IDS BOULDERS	(\$1,247.16)
		P059387			FREIGHT FOR BOULDERS	\$5,538.60



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
NORTHWEST PLAYGROUND EQUIPMENT INC	P059387	43380	262554	PLAYGROUND EQUIPMENT, MINI ARC	\$8,568.54
PLATT ELECTRIC SUPPLY		T590860	262495	COLUMBIA PT LIGHTS	\$35.51
		T675532	262711	RCC LIGHTS	\$10.16
SILVERLINE ELECTRIC, LLC	P059467	C231-18/PYMT2	262569	INSTALL LIGHTS ON FIELD 5 AT	\$30,590.50
	P059467			C/O 1 - ADD'L TRENCHING, CONDU	\$9,218.91
PARKS & REC PROJECTS TOTAL ****					\$108,451.31
PARK PROJECT CONSTRUCTION Total ***					\$108,451.31
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00041620	262621	YOKE'S FRESH MARKET - NEW CITY	\$14.83
		TXN00041704		STERLING'S RESTAURANT - NEW CI	\$73.09
		TXN00041831		LOGMEIN GOTOMEETING - NEW CITY	\$31.50
HILL INTERNATIONAL INC	P056666	0000029	262687	DESIGN-BUILD OVERSIGHT SERVICE	\$3,116.99
KING COUNTY DIRECTORS ASN PURCHASING DEPT DBA	P059132	300341535	262488	REROOF CITY SHOPS BUILDING 100	\$22,012.60
NON-DEPARTMENTAL TOTAL ****					\$25,249.01
GENERAL GOVT CONSTRUCTION Total ***					\$25,249.01
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	P059611	4033537-00	262508	METER RING, STAINLESS STEEL,	\$700.47
	P059629	4037544-00		SPLICE, 3-M PRIMARY, 1/0 STRAND	\$1,815.79
CARLSON SALES METERING SOLUTIONS LLC	S018100	CSM-3990	262518	METER, FRM 2S, 240V, CL200, 1PH,	\$9,383.04
CHEMSEARCH	P059692	3321154	262662	SHIPPING	\$80.35
	P059692			CLEANER DEGREASER & CONTACT	\$1,179.66
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P059577	3627-598715	262671	PHOTOCONTROL TWIST LK 105-305V	\$1,075.14
	P059577			LAMP HPS, 400W, MOGUL BASE,	\$179.41
	P059542	3627-600022		BALLAST, ELECTRONIC, DIMMABLE	\$858.81
	P059577	3627-600384	262525	PHOTOCONTROL FOR LED LUMINAIRE	\$1,840.77
	P059539	3627-600739	262671	STANDARD, PARKWAY WALKWAY	\$1,233.70
HORIZON DISTRIBUTION INC	P059685	168178	262540	ALCOHOL SOLVENT, DENATURED,	\$75.59
TOTAL ****					\$18,422.73
Division:	501	BUSINESS SERVICES			
BANK OF AMERICA		TXN00041679	262621	DOLLAR TREE - TEE Expense	\$7.26
		TXN00041695		RICHLAND PUBLIC FACILITIE - TE	\$1,500.00
		TXN00041708		WAL-MART - sheets for Dam Map	\$5.40
		TXN00041711		DOMINO'S - TEE Expense	\$255.22
		TXN00041740		WAL-MART - Sheets for Dam Map	\$5.40
		TXN00041783		LOGMEIN GOTOMEETING	\$20.64



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041813	262621	FAT OLIVES RESTAURANT - Admin	\$128.34
		TXN00041823		IEEE - Whitney Membership Rene	\$238.00
		TXN00041839		SUN WEST-RES SHIRT	\$30.28
		TXN00041960		STAPLES - pocket folders, pens	\$59.56
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$517.18
		18-441WHITNEY	262523	18-441 NRU/PPC MTNGS	\$691.96
THE BANK OF NEW YORK MELLON		111-1799500	262576	RICELEBAB09 ADMIN & CALC FEE	\$350.00
US BANK		TXN69330109188952	262580	TRAINING FOR J SWANSON	\$1,725.00
WATER SOLUTIONS INC		19925	262736	3 WTR MACHINES - NOV 2018	\$30.97
WHITNEY, CLINT		18-441 WHITNEY	262586	18-441 NRU/PPC MTNGS	\$30.01
BUSINESS SERVICES TOTAL ****					\$5,595.22
Division:	502	ELECTRICAL ENGINEERING			
BANK OF AMERICA		TXN00041567	262621	STAPLES - folders	\$32.89
		TXN00041583		STAPLES - copy paper	\$75.24
		TXN00041694		IEEE - Schennum Membership Ren	\$263.00
		TXN00041866		IEEE - Hill Membership Renewal	\$203.00
		TXN00041898		CLARIVATE US TECHST - Industry	\$122.72
		TXN00041990		CLARIVATE US TECHST - Shipping	\$15.20
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$114.76
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$38.94
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$160.09
ELECTRICAL ENGINEERING TOTAL ****					\$1,025.84
Division:	503	POWER OPERATIONS			
BANK OF AMERICA		TXN00041561	262621	SHOGUN-CO F161090	\$129.68
		TXN00041638		STERLING'S-CO F161090	\$102.00
		TXN00041647		STAPLES,COPY PAPER POWER OPS	\$66.43
		TXN00041656		MCDONALD'S-CO F161090	\$49.52
		TXN00041674		HOP JACKS-CO F161090	\$134.95
		TXN00041698		DENNY'S-CO F161090	\$115.80
		TXN00041702		HOP JACKS-CO F161090	\$135.00
		TXN00041712		AMZN-TONER	\$113.98
		TXN00041728		SAKURA-CO F161090	\$40.02
		TXN00041730		HOP JACKS-CO F161012	\$56.38
		TXN00041731		WAL-MART-COFFEE POT,COFFEE	\$39.05
		TXN00041805		WALGREENS-PHOTOS/FRAMES	\$54.21
		TXN00041837		AMZN-THERMOMETER BATTS	\$6.15
		TXN00041881		CARTRIDGE WORLD-TONER	\$1,113.11
		TXN00041917		WAL-MART-COFFEE POT	\$48.80
		TXN00041952		OFFICE DEPOT-PAPER	\$95.36
		TXN00041954		OFFICE DEPOT-PENS,STICKY NOTES	\$39.04



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041972	262621	Amazon.com-WHITE MAP PINS	\$16.59
		TXN00041992		AMZN-CREDIT TONER	(\$108.05)
BOYD'S TREE SERVICE LLC	P058846	6657	262656	TREE PRUNING AND VEGETATION MG	\$8,804.26
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$2,491.19
				CITY UTILITY BILLS/OCT 2018	\$254.39
PARAMOUNT COMMUNICATIONS INC	P059069	34607	262493	CANYON TERRACE PH 1 - SCHEDULE	\$87,240.55
	P059069			LYNNWOOD TERRACE - SCHEDULE C	\$42,679.80
US BANK		TXN69010184088986	262580	24" BOLT CUTTERS FOR JAKE	\$108.53
		TXN75010188512678		20V BATTERY ADAPTER KIT	\$161.81
		TXN75010188513270		SAWZALL BLADE PACK	\$49.89
		TXN77100630209544		9" LINEMAN'S PLIERS	\$51.95
		TXN82005921202129		PHASE SEQUENCE INDICATOR KNOPP	\$287.63
		TXN96010188163758		DEWALT BATTERIES	\$129.23
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$172.14
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$172.14
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$172.59
POWER OPERATIONS TOTAL ****					\$145,024.12
Division:	504	SYSTEMS DIVISION			
BANK OF AMERICA		TXN00041576	262621	DELL,LED MONITOR	\$949.83
		TXN00041662		AMZN Mktp US-SPACE HEATER, SUR	\$108.78
		TXN00041811		NATIONAL SAFETY-FR VEST	\$80.09
		TXN00041822		WAL-MART-THERMOMETER	\$5.93
		TXN00041844		AMZN-WIRELESS MOUSE	\$18.01
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$1,164.90
ENERGY NORTHWEST	P057784	O&M00641	262681	C49136 SNYDER SUB ADDTN PROJEC	\$265.07
	P057784			C59127 LESLIE RD SUB PROJECT	\$265.07
	P057784			EW16007 THAYER STAFF SUPPORT -	\$265.07
	P057784			C59133 SYSTEM IMPROVEMENT RELA	\$265.08
US BANK		TXN72083055091241	262580	DOBLE UNIT RECERTIFICATION	\$1,254.33
				FREIGHT	\$63.49
UTILITIES UNDERGROUND LOCATION CENTER		8100221	262732	LOCATE SERVICE - OCT 2018	\$318.31
UTILIWORKS CONSULTING LLC	P056517	5389	262733	SMART GRID PROJECT PHASE 2,	\$5,000.00
SYSTEMS DIVISION TOTAL ****					\$10,023.96
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING		18-0042	262613	1509 FARREL-REBATE-WIN	\$206.49
APOLLO SHEET METAL INC		18090521	262618	1214 RICHMOND-REBATE-HP	\$1,000.00
BENTON PUD		10/18-30228005	262513	ELECTRIC SRVCS 9/22-10/22/18	\$530.96
BOB RHODES HEATING & A/C INC		98614	262655	401 ABBOT-REBATE-HP	\$1,000.00
CITY OF RICHLAND		61140	262664	315&317 DOUGLAS-LI REBATE-HP	\$7,600.00
DAYCO HEATING & AIR	P059638	71988	262480	WEATHERWISE LOAN: NEF, 315	\$8,625.01



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DAYCO HEATING & AIR	P059646	71989	262480	WEATHERWISE LOAN: NEF, 317	\$8,625.01
DELTA HEATING & COOLING INC		25598	262675	318 ROCKWOOD-REBATE-HP	\$2,000.00
		25733		810 SNOW-REBATE-HP	\$1,000.00
		25761		1312 CEDAR-REBATE-HP	\$1,000.00
	P059655	25786		WEATHERWISE LOAN: BRAGG, 1408	\$8,579.40
	P059639	25787		WEATHERWISE LOAN: BRAGG, 1410	\$8,579.40
IWI INC	P059494	109629	262690	WEATHERWISE LOAN: IEDEMA, 257	\$5,321.06
PERFECTION GLASS		9993659169	262709	1003 WILLARD-REBATE-WINDOWS	\$85.89
PORT OF BENTON		ES11540FY20190011	262712	2780 SALK-REBATE COMM LIGHTING	\$2,450.00
SILVERLINE ELECTRIC, LLC		ES11540FY20190008	262720	1729 GWW-REBATE COMM LIGHTING	\$1,360.00
		ES11540FY20190009		1725 GWW-REBATE-COMM LIGHTING	\$4,145.40
		ES11540FY20190010		1757 GWW-REBATE COMM LIGHTING	\$279.00
ENERGY POLICY MGMT TOTAL ****					\$62,387.62
Division:	506	TECHNICAL SERVICES			
BANK OF AMERICA		TXN00041662	262621	AMZN Mktp US-PRGM CABLES	\$13.02
		TXN00041664		AMZN Mktp US-PRGM CABLE	\$43.42
		TXN00041675		AMZN Mktp US- MAXTOP PRGM CABL	\$70.60
		TXN00041738		AMZN-RADIO PRGM CABLE	\$19.53
		TXN00041767		AMZN-CREDIT PRGM CABLE	(\$13.05)
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$874.90
TECHNICAL SERVICES TOTAL ****					\$1,008.42
ELECTRIC UTILITY FUND Total ***					\$243,487.91
FUND	402	WATER UTILITY FUND			
Division:	000				
WA STATE DEPARTMENT OF HEALTH		02-65102-039/745	262504	DWSRF LOAN 02-65102-039 PMT 12	\$116,130.35
				DWSRF LOAN 02-65102-039 PMT 12	\$6,967.82
		02-65102-040/747		DWSRF LOAN 02-65102-40 PMT 12	\$57,536.30
				DWSRF LOAN 02-65102-40 PMT 12	\$3,452.18
		03-65103-045/805		DWSRF LOAN 03-65103-045 PMT 10	\$36,250.00
				DWSRF LOAN 03-65103-045 PMT 10	\$3,806.25
		DM09-952-029/609		DWSRF LOAN DM09-952-029 PMT 9	\$160,515.76
				DWSRF LOAN DM09-952-029 PMT 9	\$28,892.83
UNASSIGNED TOTAL ****					\$413,551.49
Division:	410	WATER CAPITAL PROJECTS			
RH2 ENGINEERING INC	P059438	71231	262497	WTP FILTER #6 REPLACEMENT - EN	\$5,360.67
	P059438	71582		WTP FILTER #6 REPLACEMENT - EN	\$353.89
	P059490	71583		WTP INTAKE SCREEN UPGRADE: 22	\$15,421.16
WATER CAPITAL PROJECTS TOTAL ****					\$21,135.72
Division:	411	WATER ADMINISTRATION			



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LAW OFFICE OF THOMAS M PORS		939	262697	WATER RIGHTS ADVICE-OCT 2018	\$1,120.00
WATER ADMINISTRATION TOTAL ****					\$1,120.00
Division:	412	WATER OPERATIONS			
BANK OF AMERICA		TXN00041856	262621	USA BLUE BOOK - Purchase	\$939.74
		TXN00041914		HACH COMPANY - Purchase	\$812.67
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$64,362.96
				CITY UTILITY BILLS/OCT 2018	\$150.50
FASTENAL COMPANY		WARIC79401	262530	SOCKET CAP SCREWS	\$2.38
FERGUSON ENTERPRISES INC		6665504	262532	BOLT AND NUT	\$192.55
OXARC INC		30493028	262557	SODIUM HYPOCHLORITE 1.25%53GAL	\$559.82
RANCH AND HOME INC		1150119452	262560	PALLET WTR SOFT SALT	\$265.54
TACOMA SCREW PRODUCTS INC		22226694	262573	CAP SCREWS AND HEX FULL NUTS	\$75.18
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$57.38
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$57.38
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$57.53
WHITNEY EQUIPMENT COMPANY INC	S018110	87051	262737	ADJUST TAX	\$0.02
	S018110			WASHER, 13 X 24MM STEEL, PART	\$5.28
	S018110			COVER, BEARING ZINC, PART #614	\$54.73
	S018110			HOLDER, BEARING ALUMINUM, PART	\$400.73
	S018110			SCREW, ALLEN HEAD M12 X 80 SS,	\$6.35
	S018110			SLEEVE, ALUMINUM, PART #443570	\$25.41
	S018110			SHIPPING AND HANDLING	\$23.40
WATER OPERATIONS TOTAL ****					\$68,049.55
Division:	413	WATER MAINTENANCE			
BANK OF AMERICA		TXN00041606	262621	THE HOME DEPOT #4746 - Purchas	\$42.29
		TXN00041635		THE HOME - WILLOWBROOK ROOF RE	\$276.39
		TXN00041647		STAPLES,COPY PAPER WATER & MAI	\$33.37
		TXN00041669		THE HOME DEPOT #4746 - Purchas	\$26.06
		TXN00041714		GREEN RIVER COMMUNITY CO - Pur	\$400.00
		TXN00041909		HOME DEPOT - WILLOWBROOK WELL	\$24.37
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$1,108.56
				CITY UTILITY BILLS/OCT 2018	\$447.06
				CITY UTILITY BILLS/OCT 2018	\$17,141.09
				CITY UTILITY BILLS/OCT 2018	\$532.66
				CITY UTILITY BILLS/OCT 2018	\$47.29
				CITY UTILITY BILLS/OCT 2018	\$614.79
				CITY UTILITY BILLS/OCT 2018	\$194.48
				CITY UTILITY BILLS/OCT 2018	\$2,793.86
CORE & MAIN LP		J625136	262526	COUPLINGS/SAFETY CPLG PIN	\$116.14
FASTENAL COMPANY		WARIC79123	262482	CLAMPS-HR INTAKE	\$4.71



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC79260	262530	3AAA LED FLASHLIGHT	\$20.62
HD FOWLER COMPANY INC		C459812	262539	HOSE NOZZLE	(\$135.96)
		I4998769		HYDRANT PARTS	\$826.43
KELLEY'S TELE-COMMUNICATIONS INC		276311012018	262694	ANSWERING SRVC CHARGES NOV	\$52.55
TRI CITY LUMBER CO		1810-016626	262502	ROOF REPAIR-WILLOWBROOK	\$1,282.22
		1810-017891	262730	ROOF REPAIR-WILLOWBROOK	\$307.20
US BANK		TXN76100107726013	262580	CONTROL BOARD FOR GATE @ BADGE	\$312.13
		TXN98001114139770		KIT FAN, BEARING KIT	\$163.54
UTILITIES UNDERGROUND LOCATION CENTER		8100221	262732	LOCATE SERVICE - OCT 2018	\$53.05
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$57.38
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$57.38
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$57.53
WHITNEY EQUIPMENT COMPANY INC	S018084	87032	262585	2" B.O.S.S. FITTING PVC/TITANI	\$686.13
	S018084			FREIGHT	\$15.26
WATER MAINTENANCE TOTAL ****					\$27,558.58
WATER UTILITY FUND Total ***					\$531,415.34
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
KING COUNTY DIRECTORS ASN PURCHASING DEPT DBA		300341535-	262488	RETAINAGE TAKEN ON 300317364	\$7,337.53
UNASSIGNED TOTAL ****					\$7,337.53
Division:	422	SEWER OPERATIONS			
ABM JANITORIAL NORTHWEST		13088953	262612	JANITORIAL SRVCS-NOVEMBER	\$966.83
ALS ENVIRONMENTAL	P059541	51-445100-0	262506	WASTEWATER - 624 VOLATILE ORGA	\$640.00
	P059541			WASTEWATER - TSS EPA 160.2	\$18.00
	P059541			WASTEWATER - AMMONIA-N EPA	\$25.00
	P059541			WASTEWATER - 335.4 TOTAL CYANI	\$40.00
	P059541			WASTEWATER - 420.1 PHENOLICS	\$45.00
	P059541			WASTEWATER - BOD (5 DAY) EPA 4	\$48.00
	P059541			BATTELLE 001 9-4-18 SAMPLING E	\$60.00
	P059541			WASTEWATER - 1631E TOTAL MERCU	\$60.00
	P059541			WASTEWATER - 200.8 TRACE ELEME	\$130.00
	P059541			WASTEWATER - 608 ORGANOCHLOR.	\$160.00
	P059541			WASTEWATER - 625 SEMIVOL. ORGA	\$215.00
	P059541			WASTEWATER - OIL & GREASE TOTA	\$200.00
	P059626	51-445746-0		CITY OF RICHLAND WWTP BIO-SOLI	\$140.00
	P059626			BIO-SOLIDS - 1631APP TOTAL MER	\$60.00
	P059626			BIO-SOLIDS - 9065 MODIFIED	\$45.00
	P059626			BIO-SOLIDS - ASTM D1426-931	\$35.00
	P059626			BIO-SOLIDS - 200.7 MODIFIED -	\$32.00



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALS ENVIRONMENTAL	P059626	51-445746-0	262506	BIO-SOLIDS - 9056 SULFATE	\$25.00
	P059626			BIO-SOLIDS - 353.2M NITROGEN,	\$25.00
	P059626			BIO-SOLIDS - 353.2M NITROGEN,	\$25.00
	P059626			BIO-SOLIDS - 350.1M NITROGEN	\$25.00
	P059626			BIO-SOLIDS - 365.3M PHOSPHORUS	\$18.00
	P059626			BIO-SOLIDS - TS-MET TOTAL SOLI	\$10.00
	P059626			BIO-SOLIDS - SM 2540G SOLIDS T	\$10.00
	P059626			BIO-SOLIDS - 335.2M CYANIDE, T	\$45.00
	P059571	51-446265-0		WASTEWATER - BOD (5 DAY) EPA 4	\$48.00
	P059571			WASTEWATER - 624 VOLATILE ORGA	\$640.00
	P059571			WASTEWATER - 625 SEMIVOL. ORGA	\$215.00
	P059571			WASTEWATER - OIL & GREASE TOTA	\$200.00
	P059571			WASTEWATER - 608 ORGANOCHLOR.	\$160.00
	P059571			WASTEWATER - 1631E TOTAL MERCU	\$60.00
	P059571			WASTEWATER - 420.1 PHENOLICS	\$45.00
	P059571			WASTEWATER - 335.4 TOTAL CYANI	\$40.00
	P059571			WASTEWATER - AMMONIA-N EPA	\$25.00
	P059571			WASTEWATER - TSS EPA 160.2	\$18.00
	P059571			US LINEN AND UNIFORM 9-18-18	\$60.00
	P059571			WASTEWATER - 200.8 TRACE ELEME	\$130.00
AMERIGAS		3083502212	262507	PROPANE FOR WWTP BOILER	\$96.81
APPLIED INDUSTRIAL TECH INC		7014612692	262619	SLND VLV SLDS GEN LOUVERS	\$528.32
BANK OF AMERICA		TXN00041599	262621	USABB - PITETS ETC CHEMS LAB	\$509.86
		TXN00041660		HBTOOLS - CHAIN FDSTCK WTS CMP	\$43.43
		TXN00041677		STPLS - PENS POSTITS TIDE TAPE	\$98.89
		TXN00041690		USABB - SAFETY SPILL KIT - LAB	\$168.28
		TXN00041696		WLMRT -	\$36.36
		TXN00041724		AMZN - TRACKBALL MOUSE BRUTON	\$30.37
		TXN00041763		HMDEP - PLYTUBG Q-CNCTS SLDSBL	\$42.26
		TXN00041807		AMZN - FLASH DRIVES (4)	\$32.55
		TXN00041852		STPLS - ASST FILE FOLDERS	\$70.39
		TXN00041863		AMZN - PAPER SHREDDER OPS	\$66.75
		TXN00041924		HAMPTON - LODGING #18-371 BREW	\$539.01
		TXN00041926		HAMPTON - PARKING #18-371 BREW	\$45.00
		TXN00041927		HMDEP - LATCHES CHLB DOORS	\$97.54
		TXN00041932		HAMPTON - LODGING #18-370 HATK	\$539.01
		TXN00042004		LABGENOME - TSS FILTERS - LAB	\$185.96
BENTON FRANKLIN HEALTH DISTRICT		10065	262512	TKN/NITRATE/TTL PHOSPHATE	\$98.00
BLUEROOM		2834725	262515	POL SERVICE-COMPOST-SEPT 2018	\$81.00
CH2O INC		274984	262661	BOILER TESTING-OCT 18 BW LABOR	\$64.49
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$20,390.55



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLE INDUSTRIAL INC	P059632	YA27843	262524	WWTP BOILER GAS HOUSING AND	\$7,148.50
COLEMAN OIL COMPANY		0487549-IN	262666	LANDFILL DIESEL DYED	\$3,900.47
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-599258	262525	LED 120 MB W	\$150.32
ECOANALYSTS, INC	P059419	01595	262679	COR WWTP EFFLUENT BIO-ASSAY	\$575.00
	P059419			CHRONIC: FATHEAD MINNOW	\$1,250.00
	P059419			ACUTE: FATHEAD MINNOW (PIMEPHA	\$775.00
	P059419			CHRONIC: DAPHNID (CERIODAPHNIA	\$1,250.00
FEDERAL EXPRESS CORP		4454179892	262531	OPS SMPLR RTRN SHIP P059532	\$83.65
FERGUSON ENTERPRISES INC		6624855	262532	GASKETS BACKFLW PREVENTERS	\$5.13
H & N ELECTRIC		41863	262685	INSPCT/ADJST MTR 10HPBALDOR	\$347.52
HERC RENTALS INC		30405266-001	262686	LIQUID PROPANE	\$34.67
IRRIGATION SPECIALISTS INC		1259222-01	262545	PIPE PVC	\$149.61
MIDWEST LABORATORIES INC	P059617	918062	262551	CITY OF RICHALND LANDFILL COMP	\$550.00
	P059617			SHIPPING (ESTIMATED)	\$20.00
MOON SECURITY SERVICES INC		949109	262552	WWTP-BASIC MONITORING	\$54.87
NORTH COAST ELECTRIC COMPANY		S8826805.001	262553	CIRCUIT BREAKERS SAMPLER	\$235.23
OXARC INC		60265238	262706	CYLINDER RENTAL- OCTOBER	\$17.90
PASCO MACHINE COMPANY INC		91856	262558	MOTRO REPAIR	\$1,044.88
RICHLAND ACE HARDWARE		64598/1	262563	TIE DOWN	\$11.92
		64686/1		HEAT CABLE/PIPE INSULATION	\$83.32
		64852/1	262715	FLR MATS OPS TRK & TAPE LAB	\$37.54
RICHLAND NAPA		422251	262564	TUNE-UP/WINDSHIELD WASH	\$49.65
SERV-A-PURE COMPANY		120115	262719	DI TANK(1) FEDEX(1) RTN SHIP(1	\$230.00
SPRAGUE PEST SOLUTIONS		3624401	262570	SEPTEMBER MONTHLY SERVICE-WW	\$132.49
STONEWAY ELECTRIC SUPPLY		S102540371.001	262572	PHOTO CONTROL	\$46.45
		S102554398.001		W1CD/STR BLADE	\$10.74
TACOMA SCREW PRODUCTS INC		22225320	262573	FUNNELS/OILER PISTOL	\$30.14
		22225536		TIDE ULTRA	\$255.44
		22225537		LOCKS	\$148.20
		22226566	262725	SPRAY NZZLE BEHND PRIMBLDG	\$119.11
		22227179		HXNTS & SLCNE DGSTR#1 HATCH	\$42.25
UNITED PARCEL SERVICE	S018120	000986641458	262503	COLLECT PKG FROM HACH FOR WWTP	\$4.64
	S018120			NDA PKG TO ALS FOR WWTP OPS	\$40.90
	S018125	000986641468	262731	COLLECT PKG FROM GLOBAL EQUIPM	\$4.21
US BANK		TXN89262894466547	262580	SHIPPING FOR USB DATA LOGGER	\$24.53
WA STATE DEPARTMENT OF ECOLOGY		2019-BA0020419	262735	BIOSOLIDS PERMIT - 1ST HALF 19	\$5,621.04
SEWER OPERATIONS TOTAL ****					\$52,993.98
Division:	423	SEWER MAINTENANCE			
ABADAN INC		AR38800	262505	SCAN PLANS	\$20.36
BANK OF AMERICA		TXN00041883	262621	AMAZON,DESKTOP KEYBOARD AND MO	\$31.48
		TXN00041893		VERZ RTLR - CASE/GLS i7 HILMES	\$119.36



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041901	262621	DELL,DESK DOCK	\$305.37
		TXN00041911		VERZ RTL R - CASE/GLS i7 BNCK L	\$313.32
		TXN00041934		HMDEPO - MOUSE BAIT/TRAPS SHOP	\$22.12
		TXN00041982		VERZ RETL - RTRN ADVPLNS i7 PH	(\$80.08)
CASCADE NATURAL GAS CORP		10/18-51317347154	262475	NAT GAS 1943 CPTRL 09/15-10/16	\$19.01
CENTRAL HOSE & FITTINGS INC		C020816	262659	HOSES FTTNGS FOR CLRFIERS	\$288.89
INDUSTRIAL COMMUNICATIONS SALES & SRVCS CO	P059543	15812	262542	KENWOOD 8-MODULAR PIN MICROPHO	\$39.91
	P059543			RADIO - WWTF JET TRUCK	\$445.48
KELLEY'S TELE-COMMUNICATIONS INC		276311012018	262694	ANSWERING SRVC CHARGES NOV	\$52.55
MOON SECURITY SERVICES INC		949109	262552	WWTP-BASIC MONITORING	\$54.87
RICHLAND ACE HARDWARE		216520/2	262563	COATING RAIN	\$4.33
TACOMA SCREW PRODUCTS INC		22226072	262573	NIPPLES/SCREWS	\$198.80
		22227317	262725	LITHIUM GRSE FOR JET/VAC #3338	\$15.15
UTILITIES UNDERGROUND LOCATION CENTER		8100221	262732	LOCATE SERVICE - OCT 2018	\$53.05
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$57.38
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$57.38
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$57.53
WHITNEY EQUIPMENT COMPANY INC		86687-1	262585	BAL OF TAX P059463	\$82.12
SEWER MAINTENANCE TOTAL ****					\$2,158.38
WASTEWATER UTILITY FUND Total ***					\$62,489.89
FUND 404	SOLID WASTE UTILITY FUND				
Division:	431	SOLID WASTE ADMINISTRATION			
PETERSON WAMPOLD ROSATO FELDMAN LUNA P.S.		8229	262494	LANDFILL CONTAM-APPEAL SEPT 18	\$25,905.00
		8267		LANDFILL CONTAM-APPEAL OCT 18	\$18,551.08
SOLID WASTE ADMINISTRATION TOTAL ****					\$44,456.08
Division:	432	SOLID WASTE COLLECTION			
BANK OF AMERICA		TXN00041801	262621	SPORTS IMPORTS LTD - TRACTION	\$147.75
		TXN00041814		STAPLES - OFFICE SUPPLIES FOR	\$22.41
		TXN00041825		STAPLES - CALENDAR/NOTEBK	\$67.98
		TXN00041886		STAPLES -Notebook	\$8.46
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$141.88
CLAYTON WARD COMPANY		2484009	262665	PAPER RECYCLING- OCTOBER 2018	\$307.34
		2484010		2018 DROP BOX RECYCLING SERVIC	\$10,449.47
		2484011		CURBSIDE RECYCLING-OCTOBER	\$22,815.39
ON SCENE MEDICAL SERVICES, P.C.		1157	262705	PRE EMP-PHYSICALS/CDL/VAC/DOT	\$110.00
SOLID WASTE COLLECTION TOTAL ****					\$34,070.68
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		13088953	262612	JANITORIAL SRVCS-NOVEMBER	\$835.63



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041556	262621	HARBOR FREIGHT TOOLS 49 - AIR	\$19.52
		TXN00041574		GRIGGS ACE RICHLAND - AIR COUP	\$46.72
		TXN00041642		STAPLES - THERMAL ROLLS, SOAP,	\$220.05
		TXN00041780		THE UPS STORE 4420 - SENT HVAC	\$80.85
		TXN00041814		STAPLES-OFFICE SUPPLIES FOR DI	\$22.39
		TXN00041843		SOLID WASTE ASSOCIA - MOLO TES	\$400.00
		TXN00041862		GILBERT INDUSTRIES - FLY STICK	\$152.12
		TXN00041870		SUN WEST SPORTSWEAR -DISPOSAL	\$367.27
CITY OF RICHLAND	10/2018 OCT		262663	CITY UTILITY BILLS/OCT 2018	\$1,309.94
MOON SECURITY SERVICES INC	951121		262703	SERVICE CALL-PHONE LINE	\$135.76
PARADISE BOTTLED WATER CO	10/18-LANDFILL		262708	BOTTLED WATER-OCTOBER	\$116.36

SOLID WASTE DISPOSAL TOTAL ******\$3,706.61****SOLID WASTE UTILITY FUND Total *******\$82,233.37****FUND 405 STORMWATER UTILITY FUND****Division: 441 STORMWATER**

CITY OF RICHLAND	10/2018 OCT		262663	CITY UTILITY BILLS/OCT 2018	\$389.63
COLUMBIA GRAIN & FEED INC	162251		262667	DIAMOND CHAIN CONCRETE SAW	\$542.95
CORE & MAIN LP	J595387		262526	PIPE & CPLG FOR 2178 CLRVIEW	\$592.34
REESE CONCRETE PRODUCTS MFG	008406		262562	CATCH BASIN GOETHALS SW	\$190.05
RICHLAND ACE HARDWARE	64671/1		262563	TRUFUEL	\$26.05
TACOMA SCREW PRODUCTS INC	22225570		262573	MAGNETIC ALUMINUM/DURA INC/VAL	\$100.30

STORMWATER TOTAL ******\$1,841.32****STORMWATER UTILITY FUND Total *******\$1,841.32****FUND 407 MEDICAL SERVICES FUND****Division: 121 AMBULANCE**

BANK OF AMERICA	TXN00041875		262621	WASTE MGMT - PHARM DISP	\$23.27
	TXN00041879			CHARTER - STA INTERNET FEES	\$88.73
	TXN00041899			AMAZON - BAR CODE LABELS	\$17.34
	TXN00041928			CHARTER - STA INTERNET FEES	\$88.73
CALLBACK STAFFING SOLUTIONS LLC	0010026		262517	STAFFING CALLBACK SRVCS-OCT	\$98.24
	009375			STAFFING CALLBACK SRVCS-AUG	\$98.24
CITY OF RICHLAND	10/2018 OCT		262663	CITY UTILITY BILLS/OCT 2018	\$575.96
EMERGENCY REPORTING	2018_5248		262529	ERS SUBSCRIPTION (OCT)	\$448.28
	2018_6864			ERS SUBSCRIPTION (NOV)	\$448.28
STERICYCLE INC	3004444553		262571	BIO WASTE DISPOSAL FEE	\$47.03

AMBULANCE TOTAL ******\$1,934.10****MEDICAL SERVICES FUND Total *******\$1,934.10**



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$246.42
BROADBAND ADMINISTRATION TOTAL ****					\$246.42
BROADBAND FUND Total ***					\$246.42
FUND 501	CENTRAL STORES FUND				
Division:	000				
FERGUSON ENTERPRISES INC	P059687	0709456	262532	VALVE, BALL 1", BRASS, FULL	\$197.98
	P059687			VALVE, BALL 1 1/2" BRASS FULL	\$474.93
	P059687			VALVE, BALL 3/8", BRASS FULL	\$37.60
	P059687			VALVE, BALL 3/4", BRASS FULL	\$155.73
	P059687			VALVE, BALL 1/4", BRASS FULL	\$75.19
	P059687			VALVE, BALL 1/2", BRASS FULL	\$112.79
	P059687			VALVE, BALL 2" BRASS FULL FLOW	\$716.93
GRAINGER	P059686	9939398708	262537	DISPENSER, SPRAY, PISTOL GRIP	\$78.17
	P059686			BROOM, ANGLE POLY-FLAGGD HEAD,	\$88.42
HORIZON DISTRIBUTION INC	P059685	168178	262540	DUST PAN, STEEL, BLACK, #6,	\$34.26
	P059685			ANTISEPTIC WIPE. UNITIZED BOX	\$1.87
	P059685			TAPE ,TEFLON, 1/2" X 520",	\$16.72
	P059685			BUCKET PLASTIC, 10 QT MARKED,	\$38.64
	P059685			SHACKLE, 5/8 SCREW PIN,4.5 TON	\$22.94
	P059685			FUNNEL POLY, USE W/SAFETY CANS	\$41.96
	P059685			SUNSCREEN, 1-1/2 OR 2 OUNCE	\$51.09
	P059685			I/O SAFETY GLASSES, NEMESIS	\$55.65
	P059685			HAMMER, SLEDGE, 4LB, 16" FIBER	\$57.56
	P059685			PAD, SCOURING 9IN X 6IN,	\$59.43
	P059685			TAPE MEASURE, STEEL, 25 FT,	\$95.57
	P059685			JUG THERMAL, 1 GALLON, BAIL	\$192.35
	P059685			PAINT BRUSH 3" NATURAL BRISTLE	\$16.16
	P059685			BLEACH HOUSEHOLD, LIQUID, 1GAL	\$329.22
	P059685			DEODORANT ROOM SPRAY, LYSOL	\$571.78
	P059685			JUG, WATER COOLER, 3 GALLON,	\$144.35
UNASSIGNED TOTAL ****					\$3,667.29
CENTRAL STORES FUND Total ***					\$3,667.29
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
ALTEC INDUSTRIES INC		11049921	262614	GASKET VEH 3313 WO 52067	\$17.58
BANK OF AMERICA		TXN00041592	262621	AMAZON - VEH2398 SOCKET REMOVA	\$108.55



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041645	262621	STAPLES - SILVER PAINT MARKER	\$28.02
		TXN00041646		STAPLES - BLACK PAINT MARKERS	\$19.16
		TXN00041688		HARBORFREIGHT - SHOP TOOLS	\$13.02
		TXN00041768		STAPLES - HP26A TONER CARTRIDG	\$219.50
		TXN00041781		FELD FIRE - VEH3313 SPOT LT 10	\$274.74
		TXN00041792		STAPLES - SHOP SUPPLIES	\$324.92
		TXN00041853		HOMEDEPOT - SHOP SUPPLY	\$218.84
		TXN00041939		AMAZON - VEH#0072 CHAINSAW CAR	\$36.19
		TXN00041946		TIGER TOOL - KINGPIN PRESS TOO	\$577.92
		TXN00041959		INTERNATIONAL TRANSACTION - TI	\$4.62
		TXN00041962		WALMART.COM - OFFICE CHAIR	\$86.86
		TXN00041974		PASCO RENTALS - PROPANE	\$10.63
		TXN00041996		STAPLES - PUSHPIN TACKS	\$1.80
		TXN00042003		STAPLES - DESK DRAWER, ORGANIZ	\$396.95
CENTRAL HOSE & FITTINGS INC		C021227	262659	SHOP SUPPLY	\$423.96
		C021267		MJ CD 90 RED VEH 3251 WO 51936	\$26.57
CITY OF RICHLAND	10/2018 OCT		262663	CITY UTILITY BILLS/OCT 2018	\$3,010.16
COLEMAN OIL COMPANY		CL25475	262476	CARD LOCK FUEL 9/24-9/30/18	\$17,678.38
		CL32656		CARD LOCK FUEL 10/22-10/28/18	\$18,823.84
		CL33087	262666	CARD LOCK FUEL 10/29-10/31/18	\$9,687.76
		CL37003		CARD LOCK FUEL 11/01-11/04/18	\$7,434.17
		259738	262669	LF TIRE REP VEH 3296 WO 52304	\$39.10
COMMERCIAL TIRE INC		259739		MT/DSMT 4 TR VEH 3340 WO 52258	\$125.76
				TIRE ROTAT VEH 3340 WO 52258	\$104.26
		259743		LT245 TIRE VEH 4118 WO 52316	\$150.97
		29375		2 LT215 TIRE VEH 3288 WO 51950	\$325.15
		29387		LT TRK SN TR VEH 2453 WO 52056	\$95.57
		C215242-IN	262670	SHOP FLUIDS	\$1,975.50
		427386	262673	187 KIT P VEH 5041 WO 52330	\$70.82
CORWIN OF PASCO LLC		427449		SHOP KIT VEH 5041 WO 52339	\$119.06
		032770	262533	SPARE KEYS VEH 2375 WO 52314	\$16.29
FINAL TOUCH UPHOLSTERY		9383	262536	CAB FILTER VEH 7141 WO 52315	\$228.89
FRONTIER INDUSTRIAL CORP		113363371	262684	SHOP SUPPLIES	\$221.42
		113373975		SHOP SUPPLIES	\$94.83
GLOBAL ENGINEERING DOCUMENTS		78739441-001	262686	CARB LBR VEH 7200 WO 52370	\$116.20
HERC RENTALS INC		00060859	262546	LABOR VEH 7090 WO 52240	\$200.37
J & L HYDRAULICS INC		X100147789:01	262547	SVC CARTRDGE VEH 3248 WO 52167	\$61.34
JIM'S PACIFIC GARAGES INC		X100147802:01		CLAMP VEH 3248 WO 52167	\$17.25
		X100148723:01	262691	SHOP TOOLS	\$98.46
		A198974	262702	HR FLT BAR VEH 3321 WO 52346	\$25.97
MONARCH MACHINE & TOOL CO INC				LADR RNG VEH 3321 WO 52346	\$71.67



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		60265241	262706	SHOP SUPPLY	\$158.47
PACWEST MACHINERY LLC		30379488	262707	12VWSHDWN PU VEH 7140 WO 52276	\$402.92
PROFESSIONAL SALES AND SERVICE LC		26799	262713	AC COVER VEH 5049 WO 51906	\$589.95
RDO EQUIPMENT CO		P87061	262561	FILTERS VEH 6594 WO 52215	\$164.53
		W61824	262714	JD 855D SRV VEH 6588 WO 52332	\$1,364.12
RICHLAND NAPA		500004608	262716	SHOP TOOLS	\$101.99
RMT EQUIPMENT		P01922	262565	RELAY VEH 7145 WO 52264	\$28.02
RWC INTERNATIONAL LTD		50766Y	262566	CORE DEP VEH 3294 WO52310	\$479.52
SIX STATES DISTRIBUTORS INC		06 264796	262721	U-JOINT KIT VEH 3255 WO 52335	\$32.21
SOLID WASTE SYSTEMS INC		0109227-IN	262722	PRS SW & ACT VEH 7152 WO 52341	\$445.36
		0109238-CM		INV 109111 VEH 3340 WO CREDIT	(\$89.16)
		0109255-IN		BRING/ROLLER VEH 3340 WO 52258	\$3,398.54
		0109288-IN		O RINGS VEH 3340 WO 52258	\$3.74
		0109289-IN		SEAL KIT VEH 3340 WO 52258	\$643.24
		0109290-IN		HOSE RETRC VEH 3336 WO 52321	\$78.76
TACOMA SCREW PRODUCTS INC		22220976	262725	SHOP CABINET	\$487.33
		22226683	262573	JOINT VEH 3248 WO 52167	\$69.43
		22226713		SWIVEL VEH 3222 WO 52265	\$31.05
		22227065	262725	SHOP CABINET	(\$487.33)
		22227228		CAP SCR/WSH VEH 3251 WO 51936	\$2.94
TECHSMITH CORPORATION	P059739	I543405	262575	SNAGIT LICENSE AND MAINTENANCE	\$30.09
TIRE FACTORY INC		03-131990	262577	TIRES VEH 3303 WO 52326	\$425.38
		03-132026		11X4 SOL SMTH VEH 7137 WO52328	\$113.12
		03-132045		FLAT REPAIR VEH 6595 WO 52327	\$124.34
		03-132134		FLAT REP VEH 3240 WO 52320	\$288.57
		03-132136		SVC CALL VEH 7142 WO 52329	\$369.24
TITAN TRUCK EQUIPMENT		1213004	262727	STCVR FLRLNR VEH 3348 WO 52347	\$833.83
TOYOOKA, THOMAS		110718	262578	REIMBURSE CDL LIC	\$102.00
UNITED PARCEL SERVICE	S018125	000986641468	262731	GROUND PKG TO TIGER TOOL FOR F	\$6.20
US BANK		TXN89726002648979	262580	FRONT STEER AXLE PARTS VEH #32	\$4,040.48
EQUIPMENT MAINTENANCE TOTAL ****					\$77,821.90
EQUIPMENT MAINTENANCE FUND Total ***					\$77,821.90

FUND 505

PUBLIC WORKS ADMIN & ENGINEER

Division:

450

PW ADMIN & ENGINEERING

AMERICAN WATER WORKS ASSOCIATION	7001609773	262616	AWWA 1/1/19-12/31/19-HANE	\$150.00
			AWWA 1/1/19-12/31/19-PNW SECT	\$198.00
			AWWA 1/1/19-12/31/19-UB CUSTSR	\$3,548.00
BANK OF AMERICA	TXN00041560	262621	STERLING'S RESTAURANT - PW Dir	\$18.19
	TXN00041571		AASHTO PUBS - Geo Design HWY/	\$310.00
	TXN00041591		SUMMIT LAW GROUP OP - Discrimi	\$1,250.00



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00041594	262621	BENTON COUNTY AUDITOR - PW Rec	\$225.50
		TXN00041597		BENTON COUNTY AUDITOR - PW Rec	\$207.05
		TXN00041621		FRED-MEYER #0286-Wtr Labor Mgm	\$8.00
		TXN00041705		INSTITUTE OF TRANSPORTATI-J.De	\$312.00
		TXN00041720		GOTPRINT.COM - BUSINESS CARDS	\$24.77
		TXN00041722		WA PROFESSIONAL LICENSE - Roga	\$116.00
		TXN00041735		STAPLES - stapler,usb,flair pe	\$124.90
		TXN00041745		COUSINS RESTAURANT-BFCOG-PAC M	\$12.59
		TXN00041752		STAPLES - blue highlighters/re	\$52.00
		TXN00041770		STAPLES - Glue,clorox wipes,ye	\$54.38
		TXN00041785		AMERICAN PUBLIC WORKS-Const in	\$384.00
		TXN00041850		SURV-KAP LLC -Rebar,Survey mar	\$208.79
		TXN00041993		STAPLES - "Original" stamp for	\$22.25
		TXN00041999		AASHTO PUBS -Roadway Lighting	\$27.00
		TXN00042002		SQ RINGOLD EMBROID - PUBLIC WO	\$500.00
BENTON COUNTY AUDITOR		0247332	262654	BC IMAGES	\$39.00
CITY OF RICHLAND		10/2018 OCT	262663	CITY UTILITY BILLS/OCT 2018	\$720.36
MARLOW, JOHN (JAY)		18-405 MARLOW	262549	18-405 PNCWA 2018	\$611.91
VERIZON WIRELESS	P059780	9813075822	262734	NASPO Wireless Charges Aug 201	\$172.14
	P059781	9814931342		NASPO Wireless Charges SEPT 20	\$172.14
	P059782	9816802422		NASPO Wireless Charges OCT 201	\$172.59
WATER SOLUTIONS INC		19925	262736	3 WTR MACHINES - NOV 2018	\$76.01
PW ADMIN & ENGINEERING TOTAL ****					\$9,717.57
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$9,717.57
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
ANOVAWORKS		2407	262617	INFLUENZA QUAD VACCINES	\$4,320.00
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2382087	262520	NOVEMBER 2018 ADMIN FEES	\$15,610.70
LIFE INSURANCE COMPANY OF NORTH AMERICA		11/2018-FL1051384	262698	FLI051384 PREMIUMS-NOVEMBER	\$10,267.16
		11/2018-LK030278		LK030278 PREMIUMS-NOVEMBER	\$11,200.28
		11/2018-OK807703		OK807703 PREMIUMS - NOVEMBER	\$3,268.97
MOSS ADAMS LLP		3651550	262704	PHARMACY CLAIMS AUDIT-OPTUMRX	\$4,775.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$49,442.11
HEALTH CARE/BENEFITS PLAN Total ***					\$49,442.11
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2382087	262520	NOVEMBER 2018 ADMIN FEES	\$1,090.60
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$1,090.60



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POST EMP HEALTHCARE PLAN Total ***					\$1,090.60
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BOWLS, DAVID		1002-103118	262591	NON COVERED MEDICAL	\$600.00
CARRICK, HENRY		113018 AL	262593	NON COVERED ASSISTED LIVING	\$6,500.00
CLEARWATER FAMILY EYE CARE		081618HC	262596	NON COVERED VISION	\$65.00
ELIASON, CURTIS		102618	262597	NON COVERED VISION	\$230.00
FAMILY FIRST DENTAL		022718MB	262598	NON COVERED DENTAL	\$45.00
		052318HJ		NON COVERED DENTAL	\$3.00
		060618MB		NON COVERED DENTAL	\$45.00
HEASTON & THOMPSON VISION CLINIC		090418TT-	262600	NON COVERED VISION	\$221.00
MULROY, JAMES P		OCTOBER 2018	262602	MEDICARE PREMIUM/MULROY	\$134.00
NEPHROLOGY ASSOCIATES OF YAKIMA		061818DS	262603	NON COVERED MEDICAL	\$42.10
QUAIL RIDGE DENTAL INC		101618EM	262604	NON COVERED DENTAL	\$116.00
RODGERS, GARY H		NOVEMBER 2018	262605	MEDICARE PREMIUM/RODGERS	\$134.00
RX PHARMACY		0702-103118CE	262606	NON COVERED RX	\$1,850.45
		080218NJ		NON COVERED RX	\$4.00
		0830-100118HJ		NON COVERED RX	\$278.56
SNYDER, RONALD K DDS		0326-091118CE	262607	NON COVERED DENTAL	\$50.00
THRALL, TERRY		0913-103118TT	262609	NON COVERED MEDICAL	\$100.00
VIEWPOINT DENTISTRY		100318JM	262610	NON COVERED DENTAL	\$7.00
FIRE PENSION TOTAL ****					\$10,425.11
FIREMAN'S PENSION Total ***					\$10,425.11
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
BADGLEY, KERI RANDALL		NOV-JAN 2019	262589	MEDICARE PREMIUM/BADGLEY	\$402.00
BOLSTAD, BARRY		DECEMBER 2018	262590	MEDICARE PREMIUM/BOLSTAD	\$134.00
		NOVEMBER 2018		MEDICARE PREMIUM/BOLSTAD	\$134.00
BUSH, LEE		NOVEMBER 2018 AL	262592	NON COVERED ASSISTED LIVING	\$6,970.00
CASE, MIKE		092018-	262594	NON COVERED DENTAL	\$185.00
		092718		NON COVERED DENTAL	\$56.00
		100518		NON COVERED RX	\$160.00
		101218		NON COVERED RX	\$293.53
		102718		NON COVERED RX	\$16.49
CENTER VISION & CONTACT LENS CLINIC INC		092618JG	262595	NON COVERED VISION	\$82.00
HEASTON & THOMPSON VISION CLINIC		101918RC	262600	NON COVERED VISION	\$60.00
MEDI-LYNX CARDIAC MONITORING, LLC		072318DS	262601	NON COVERED MEDICAL	\$10.14
SNYDER, RONALD K DDS		101818JD	262607	NON COVERED DENTAL	\$20.00



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TANNER, WILLIAM		NOV-JAN 2019	262608	MEDICARE PREMIUM/TANNER	\$402.00
POLICE PENSION TOTAL ****					\$8,925.16
POLICEMEN'S PENSION Total ***					\$8,925.16
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
INTERGRAPH CORPORATION	P058942	P180001500	262689	I/FIRE STATION ALERTING PROJEC	\$9,481.52
SECOMM OPERATIONS GENERAL TOTAL ****					\$9,481.52
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00041600	262621	ACT Washington APCO/DUNCAN CON	\$130.00
		TXN00041739		INTERGRAPH/HAMILTON CONFERENCE	\$160.33
		TXN00041765		UNITED/AIRFARE HAMILTON #18-43	\$532.40
LANGUAGE LINE SERVICES LLC		4438656	262696	E911 TRANSLATION-OCTOBER	\$18.71
E911 OPERATIONS TOTAL ****					\$841.44
SOUTHEAST COMMUNICATIONS CTR Total ***					\$10,322.96
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
AMERIGAS		3083685470	262507	TANK RENTAL-BADGER MTN	\$772.03
BANK OF AMERICA		TXN00041555	262621	COBHAM AVCOMM/RADIO CALIBRATIO	\$1,029.00
BENTON PUD		10/18-14900001	262513	UTILITY SRVCS 9/26-10/26/2018	\$599.45
SMARSH, INC.	P059754	INV00422001/15422	262499	SOCIAL MEDIA AND WEB ARCHIVE	\$1,364.72
	P059754			CREDIT FOR EMAIL ARCHIVING PLA	(\$124.67)
800 MHZ TOTAL ****					\$3,640.53
800 MHZ PROJECT Total ***					\$3,640.53
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
AT&T LONG DISTANCE		10/18 03030107210	262510	FAX LINES 09/22-10/22/18	\$8.85
BANK OF AMERICA		TXN00041614	262621	WM SUPERCENTER #3261/REFRESHME	\$31.10
		TXN00041615		KRISPY KREME #1245/REFRESHMENT	\$15.98
		TXN00041627		KRISPY KREME #1245/REFRESHMENT	\$14.48
POCKETINET COMMUNICATIONS INC		270879	262559	WIRELESS TRNSPRT/INTERNET-DEC	\$57.75
VANGUARD CLEANING SYSTEM OF INLAND NW		81522	262581	CLEANING SERVICES 11/1-11/30	\$62.50
STATE / LOCAL ASSISTANCE TOTAL ****					\$190.66
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
AT&T LONG DISTANCE		10/18 03030107210	262510	FAX LINES 09/22-10/22/18	\$8.85
BANK OF AMERICA		TXN00041718	262621	STAPLES/CARD STOCK	\$31.15
DYNAMIC LANGUAGE CENTER, LTD		396873	262678	TRANSLATION SVCS FOR CALENDAR	\$186.80



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POCKETINET COMMUNICATIONS INC		270879	262559	WIRELESS TRNSPRT/INTERNET-DEC	\$57.75
SMARSH, INC.	P059754	INV00422001/15422	262499	SOCIAL MEDIA AND WEB ARCHIVE	\$545.89
VANGUARD CLEANING SYSTEM OF INLAND NW		81522	262581	CLEANING SERVICES 11/1-11/30	\$62.50
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$892.94
Division:	622	DOE EMERGENCY PREPAREDNESS			
AT&T LONG DISTANCE		10/18 03030107210	262510	FAX LINES 09/22-10/22/18	\$8.84
BANK OF AMERICA		TXN00041718	262621	STAPLES/ERASERS	\$0.45
HP INC	P059504	60485190	262541	L8T12AV-CONFIGURABLE-HP Z240 T	\$2,631.94
	P059504	60511076		CONFIGURABLE-HP ELITEBOOK 840	\$1,310.26
	P059504	60511913		CONFIGURABLE-HP PRODESK 600 G3	\$18,329.18
POCKETINET COMMUNICATIONS INC		270879	262559	WIRELESS TRNSPRT/INTERNET-DEC	\$57.75
SMARSH, INC.	P059754	INV00422001/15422	262499	SOCIAL MEDIA AND WEB ARCHIVE	\$272.94
VANGUARD CLEANING SYSTEM OF INLAND NW		81522	262581	CLEANING SERVICES 11/1-11/30	\$62.50
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$22,673.86
Division:	623	JURISIDICITION			
AT&T LONG DISTANCE		10/18 03030107210	262510	FAX LINES 09/22-10/22/18	\$8.84
POCKETINET COMMUNICATIONS INC		270879	262559	WIRELESS TRNSPRT/INTERNET-DEC	\$57.75
RIGGLE PLUMBING INC		39489	262717	BACKFLOW TEST	\$81.45
SMARSH, INC.	P059754	INV00422001/15422	262499	SOCIAL MEDIA AND WEB ARCHIVE	\$545.89
	P059754			CREDIT FOR EMAIL ARCHIVING PLA	(\$124.67)
VANGUARD CLEANING SYSTEM OF INLAND NW		81522	262581	CLEANING SERVICES 11/1-11/30	\$62.50
JURISIDICITION TOTAL ****					\$631.76
EMERGENCY MANAGEMENT Total ***					\$24,389.22
FUND	644	MICRO-WAVE			
Division:	611	MICROWAVE			
BANK OF AMERICA		TXN00041579	262621	TACOMA SCREW PRODUCTS PA/BOLT	\$0.72
MICROWAVE TOTAL ****					\$0.72
MICRO-WAVE Total ***					\$0.72
FUND	645	SECOMM CONSOLIDATED			
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		10/18 03030107210	262510	FAX LINES 09/22-10/22/18	\$35.39
BANK OF AMERICA		TXN00041718	262621	STAPLES/PENS	\$27.88
		TXN00041797		WAL-MART/ESINET II CONVERSION	\$27.03
		TXN00041828		WALMART.COM/HEATER FOR DISPATC	\$120.52
		TXN00041846		7070 Dominos Pizza/DINNER FOR	\$73.78
		TXN00041907		CARRABBAS 8201/FRAUDULENT CHAR	\$110.25
		TXN00042000		CLAIM ADJ/CARRABBAS 8201/CREDI	(\$110.25)
BRUTZMAN'S INC		0000804205	262657	HAWORTH ARM CHAIR REPLACDMDNG	\$32.58



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CORPORATE TRANSLATION SERVICES INC		135026	262672	E911 TRANSLATION-OCTOBER	\$298.93
DEVRIES BUSINESS SERVICES		0104450	262677	SHREDDING SRVCS-10/04/2018	\$8.82
FRONTIER		11/18 2061881060	262535	GENERAL 10/19-11/18/18	\$207.75
HP INC	P059607	60530480	262541	HP COLOR LASERJET ENTERPRISE M	\$905.11
	P059607			TAX	\$77.84
POCKETINET COMMUNICATIONS INC		270879	262559	WIRELESS TRNSPRT/INTERNET-DEC	\$269.50
SMARSH, INC.	P059754	INV00422001/15422	262499	SOCIAL MEDIA AND WEB ARCHIVE	\$1,364.72
	P059754			CREDIT FOR EMAIL ARCHIVING PLA	(\$124.66)
VANGUARD CLEANING SYSTEM OF INLAND NW		81522	262581	CLEANING SERVICES 11/1-11/30	\$375.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$3,700.19
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00041649	262621	BUSINESS TELECOM PRODUCTS/HEAD	\$163.66
POCKETINET COMMUNICATIONS INC		270879	262559	WIRELESS TRNSPRT/INTERNET-DEC	\$269.50
E911 OPERATIONS TOTAL ****					\$433.16
Division:	602	SECOMM AGENCY			
RIGGLE PLUMBING INC		39489	262717	BACKFLOW TEST	\$81.45
SECOMM AGENCY TOTAL ****					\$81.45
SECOMM CONSOLIDATED Total ***					\$4,214.80



City Of Richland

VL-1 Voucher Listing

From: 11/12/2018 To: 11/23/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
--------	-------------	----------------	---------	---------------------	----------------

Invoice Total: ****

\$1,871,705.67

Number of Invoices

Amount

Vouchers In Richland	63	\$200,023.77
Vouchers In Tri Cities	70	\$288,084.29
Vouchers In WA	174	\$706,010.39
Vouchers Outside WA	921	\$677,587.22
Vouchers Final Total.....	1228	\$1,871,705.67

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$763.35	0.04%
2	BENEFITS	\$70,566.65	3.77%
3	SUPPLIES	\$252,362.31	13.48%
4	OTHER SERVICES & CHARGES	\$790,454.71	42.23%
5	INTERGOVERNMENTAL SERVICES	\$1,459.77	0.08%
6	CAPITAL PROJECTS	\$138,898.85	7.42%
	MACHINERY & EQUIPMENT	\$33,441.30	1.79%
9	INTERFUND SERVICES	\$103,227.56	5.52%
	INVENTORY PURCHASES	\$480,531.17	25.67%
	Total	\$1,871,705.67	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/04/2018

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 173-18, Authorizing an Agreement with McKay & Sposito for the Wayfinding Signage Capital Improvement Project

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

173-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 117-18, authorizing the City Manager to sign and execute a professional services agreement with McKay & Sposito, Inc. for services related to implementation of the wayfinding signage capital improvement project.

Summary:

In 2017, the Tri-Cities Visitor and Convention Bureau (TCVCB) facilitated a branding effort for the Tri-Cities that was endorsed by the region and included a recommendation to create informational wayfinding signage. In 2018, the TCVCB, in coordination with local city, county and port jurisdictions, facilitated development of an informational wayfinding signage plan known as the Merje Plan.

The Merje plan is conceptual and ready to be engineered for implementation. Richland and its partners are aligned with regard to project investment and schedule. McKay and Sposito, Inc. was recently selected through a competitive selection process to complete the engineering, oversee procurement, and provide construction administration services relative to the City's wayfinding signage capital improvement project.

Resolution No. 117-18 will authorize the City Manager to enter into a professional services agreement with McKay & Sposito, Inc. Staff recommends approval.

Fiscal Impact:

The proposed \$115,960 professional services agreement with McKay & Sposito, Inc, is budgeted in the City's Capital Facilities Program in the "Wayfinding Signage" project.

Attachments:

1. Resolution No. 173-18
2. Mackay & Sposito Wayfinding Consultant Agreement

RESOLUTION NO. 173-18

A RESOLUTION of the City of Richland authorizing an agreement with McKay & Sposito, Inc. for design and construction administration services related to the wayfinding signage capital project.

WHEREAS, in 2017, the Tri-Cities Visitor and Convention Bureau (TCVCB) facilitated a branding effort for the Tri-Cities that was endorsed by the region; and

WHEREAS, the Tri-Cities branding effort included a recommendation to create informational wayfinding signage; and

WHEREAS, in 2018, the TCVCB, in coordination with local city, county and port jurisdictions, facilitated development of an information wayfinding signage plan known as the Merje Plan; and

WHEREAS, Richland and its partners are aligned with regard to relative project investment and implementation; and

WHEREAS, the Merje Plan is conceptual, and requires conversion to engineered plans ready for construction; and

WHEREAS, through a competitive solicitation process, the City identified McKay and Sposito, Inc. as the most qualified architectural and engineering firm to complete the work; and

WHEREAS, McKay and Sposito, Inc. will complete the work for an amount not to exceed \$115,960.

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 professional services agreement with McKay and Sposito, Inc. in an amount not to exceed \$115,960.

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 4th day of December, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Wayfinding Signage and Gateway Entrance Improvements

This Agreement is entered into this 17th day of December, 2018 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 505 Swift Blvd. Richland, WA 99352, and **Mackay & Sposito** ("**Consultant**"), a Washington for-profit corporation with service at 1110 Osprey Point Blvd., Suite 105, Pasco, Washington, 99301. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. 354-18
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ No. 18-0078
 4. ☒ Exhibit B: Solicitation No. RFQ No. 18-0078 proposal response submitted by Consultant dated July 23, 2018.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2019.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2019.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Fifteen Thousand Nine Hundred and Sixty Dollars (\$115,960)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when Consultant travels at least 150 miles per one-way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and

absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

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

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

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Bryan Cole
Name of Firm: Mackay & Sposito
Address: 1110 Osprey Point Blvd., Suite 105
Pasco, WA 99301
Email: bcole@mackaysposito.com
Phone Number: (509) 374-4248
Fax Number: (360) 695-0833

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

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

21. CHANGE IN LAW

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

ATTEST:

Printed Name

Marcia Hopkins, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

EXHIBIT A To Follow

Draft

October 29, 2018

Darrin Sweeney, Parks and Facilities Project Manager
City of Richland Parks and Public Facilities
505 Swift Blvd, MS-13
Richland WA 99352

Re: Wayfinding Signage and Gateway Entrance

Dear Mr. Sweeney:

I want to first thank you for this opportunity to provide wayfinding and design services for this exciting project. As the wayfinding and gateway improvements will bring added value to the community and visitors. Our goal is to implement the good work Merje has completed for our community while maintaining the integrity of the signage and the design intent.

Based on our conversations, I have developed the attached scope of work and fees for your review and approval. To achieve the best possible product we plan to take the City through a step-by-step process starting with early investigations, to final design and permitting and in the end 11 new signs at key locations throughout the City.

As you will see, I have broken down the scope of work, Exhibit A and our fees, Exhibit B per each task for your review and approval. Included is an updated schedule based on my conversations with Planning and Development Services to based on our understanding of the permit review process.

Again, we really appreciate this opportunity to work with you and the City of Richland and please feel free to call me if you have any questions.

Sincerely,

Bryan A. Cole PLA, ASLA, CLARB
Director of Landscape Architecture and Planning

Proposal

(Exhibit "A")

City of Richland

Wayfinding Signage and Gateway Entrance Improvements – Richland, Washington

Professional Services Proposal

1.0 PROJECT START UP

1.1 PROJECT KICK OFF, COORDINATION AND FIELD SERVICES

- 1.1.1 Attend a scoping meeting to review the project scope of work; project schedule; confirm the number of signs and locations; confirm where regional and city gateway signs are to be used; determine survey needs, irrigation and electrical improvements for each site; review project specification requirements; the permitting process; signage budget; and contract language.
Deliverables: Draft scope of work, schedule, and fees.
- 1.1.2 Award of Contract: Based on the information we receive at the scoping meeting we will then coordinate with the design team to refine the scope of work, project schedule, and fees for submittal to the City for final review and approval. Once the scope of work and contract has been approved by council we will then conduct a project kick off meeting and site visit with the City and the design team.
Deliverables: Final scope of work, schedule and fees.
- 1.1.3 Project Kick Off Meeting and Site Visit: Conduct a meeting with the City to review the Gateway Entrance Improvement section of the Merje Environments & Experiences design intent drawings. During this meeting, we will confirm the approach, discuss material selection, the specifics of each sign location, and confirm survey needs. Key members of the design team and City will then visit each of the wayfinding signage sites as part of an inventory and site analysis effort to review existing conditions such as utilities, existing vegetation, topography, and other site constraints. We will also use this time to stake sign locations for City review and approval and identify survey limits.
Deliverables: Site analysis exhibit showing opportunities, constraints and survey limits.
- 1.1.4 Survey Services: Once we have confirmed the approach, sign locations, and survey limits we will initiate the project surveyor to document the existing conditions for the development of a base drawing that will be used for construction documents. Stratton will perform a topographic survey and develop drawings depicting ROW, property lines, easements, buildings, curbs, gutters, sidewalks and other site amenities.
Deliverables: Digital survey information

- 1.1.5 Title Company Services: Research and reporting of the 11 properties identified in Exhibit C. They will then develop a subdivision guarantee for each property assuring the City of Richland as to the record matters that affect titles.
Deliverables: (11) Subdivision Guarantees
- 1.1.6 Base Preparation: Upon completion of the survey and site inventory and analysis, we will develop base plans for the City to review and the team's use for design. This information will include any City provided ACAD files, supplemented with survey information showing utilities, topo, ROW and other existing conditions.
Deliverables: Digital base information for each wayfinding signage location.
- 1.1.7 WSDOT Coordination: For signs located in WSDOT right of way, we will coordinate with WSDOT to review the approach and planned improvements and gain approval prior to starting design. Upon confirmation of sign placement and the development of the preliminary drawings, we will submit this information to WSDOT for final comment and approval. Comments will be incorporated and drawings will be updated for final permitting, bidding and construction purposes.
Deliverables: Preliminary drawings for signs #29 and #30.

2.0 DESIGN DEVELOPMENT

- 2.1.1 Client Meeting: Attend a meeting with the City to review information gathered to date, schedule, and outcome of WSDOT coordination. This meeting will be used to confirm the approach, budget for each sign, and ensure we have all the necessary information to initiate final design.
Deliverables: Meeting notes
- 2.1.2 Design Development: Based on the direction we receive in task 2.1 we will then start the refinement of the Merje Gateway signage designs for the City's review and approval. This will include refining the signs to reflect material selections, scale, font size, lighting, etc. We will also provide a preliminary estimate of probable costs for each sign type and location.
Deliverables:
- *Conceptual signage designs*
 - *Plan views showing locations of each sign*
 - *Typical sign elevations*
 - *Conceptual landscape approach*
 - *Preliminary structural detailing*
 - *Lighting diagram with materials*
 - *Estimate of probable costs*
- 2.1.3 City Review Period: The City will review the materials submitted and develop comments for the design team. At the end of the review period, we will meet to discuss the next steps.
- 2.1.4 Client Meeting: Attend a meeting with the City to review design development drawings and estimate of probable costs. This meeting will be used to review the materials and associated costs. It will also be an opportunity to evaluate the need for any value engineering that might be required. This meeting will provide final direction for sign documentation in preparation for permitting, bidding and construction.
Deliverables: Meeting notes

3.0 CONSTRUCTION DOCUMENTATION

- 3.1.1 Develop 75% Construction Documents: Based on the information we receive from task 2.14 we will start the preliminary design and engineering of the signs, the sign bases and associated landscape and lighting improvements for each site.

Deliverables:

- Cover sheet
- Demolition/site clearing plan
- Layout plan
- Materials plans and elevations *
- Project details
- Structural details
- Electrical plans and details *
- Landscape plans and details *
- Irrigation plans and details *
- Estimate of probable costs

* See assumptions for design services for each sign, as not all signs will require specific drawings for permitting and construction.

- 3.1.2 Client Review Period: The City will review the materials submitted and develop comments for the design team. At the end of the review period, we will meet to discuss the next steps.

- 3.1.3 WSDOT Review Period: As needed we will submit preliminary drawings to WSDOT for review and approval. We anticipate that this review and approval will be done simultaneously with the City's review.

- 3.1.4 Client Review Meeting: Attend a review meeting with the City to go over the submittal and address any comments or questions. We will also spend time evaluating the estimate of probable costs and provide design recommendations if needed to ensure alignment between the budget and estimated construction costs.

Deliverables: Meeting notes

- 3.1.5 Develop 95% Construction Documents: Based on input received from the City and WSDOT we will then prepare 95% construction documents and specifications for the Gateway Entrance signs. This will be the final coordination set prior to undertaking permitting and bidding. We will use the City's standard templates for preparing the bidding documents.

Deliverables:

- Cover sheet
- Demolition/site clearing plan
- Layout plan
- Materials plans and elevations *
- Project details
- Structural details
- Electrical plans and details *
- Landscape plans and details *
- Irrigation plans and details *
- Estimate of probable costs at 95% submittal
- Project specifications

** See assumptions for design services for each sign, as not all signs will require specific drawings for permitting and construction.*

- 3.1.6 City review period: The City will review the materials submitted and develop comments for the design team. At the end of the review period, we will meet to discuss the next steps.
- 3.1.7 Client Review Meeting: Attend a review meeting with the City to go over the submittal and address any comments or questions.
Deliverables: Meeting notes
- 3.1.8 Final Construction Documents: Based on input received from the City we will coordinate and finalize the bidding schedules and contract documents in preparation for permitting and bidding.
Deliverables:
- Cover sheet
 - Demolition/site clearing plan
 - Layout plan
 - Materials plans and elevations *
 - Project details
 - Structural details
 - Electrical plans and details *
 - Landscape plans and details *
 - Irrigation plans and details *
 - Bid schedules
 - Project specifications
- * See assumptions for design services for each sign, as not all signs will require specific drawings for permitting and construction.*

4.0 PERMITTING

This task will be done in conjunction with the City. We will complete the form and package the required drawings identified in the Sign Permit Application.

- 4.1.1 Sign Permit Application and Review: Deliver permit drawings to the City and answer reviewer questions. We anticipate the City review period to take up to two weeks. Comments will be addressed and changes will be updated as needed.

Deliverables: Sign applications completed for each sign type (6 total). Permit drawings for all signs (11 total) will also be submitted.

5.0 BIDDING ASSISTANCE

Upon permitting approval, we will assist the City in preparation for bid. This task includes delivery of the contract documents and preparation of the advertisement. The City will prepare advertisement for bids and provide access to plans for bidders.

- 5.1.1 Pre Bid Meeting: Prepare for and attend a pre-bid meeting with the City. We anticipate a one-hour pre-bid meeting with the contractors followed by a site visit to each sign location. City will provide transportation for the site visit.

Deliverables: Meeting notes, question log and sign in sheet.

- 5.1.2 Bidding Period: Answer questions during bidding and prepare addenda as needed.

Deliverables: Addendum responses and drawing clarifications.

- 5.1.3 Bid Opening and Award: Attend bid opening, review bids and provide feedback to the City.

Deliverables: Summary of bid findings and recommendation for award.

6.0 CONSTRUCTION MANAGEMENT

- 6.1.1 Attend a construction kick off meeting with the selected contractor and City. Lead weekly meetings during construction and provide written inspection or progress reports, review the contractor's schedule, review and respond to RFI's, develop meeting agenda, take meeting minutes, change order requests, and provide clarification drawings as needed. We anticipate construction to occur over a four-month period.

- 6.1.2 Provide a substantial completion site inspection and develop a punch list for all 11 sites.

- 6.1.3 Provide a final completion site inspection and recommendation of acceptance for all 11 sites.

- 6.1.4 At the end of the warranty period, we will inspect the project with the City and contractor to identify warranty items needing correction. We will coordinate with the contractor to schedule, complete and inspect the corrective work.

Deliverables: Pre-construction meeting agenda, attendee list, construction meeting agenda minutes, RFI submittal and change order logs, substantial and final completion punch lists.

ASSUMPTIONS

Regional Gateway Signage Basis of Design:

- Regional Gateway signs include a total of (3) signs that will be designed in Phase I. Design will include (1) REG.GATE.2 signs, (1) REG.GATE.3 sign, and (1) REG.GATE.4 sign.
- Landscape design services:
 - Sign #30 will include the removal of existing vegetation, providing an edge treatment and placement of rock mulch to minimize weed growth.
 - Sign #31 will include the removal of existing vegetation, providing an edge treatment and placement of rock mulch to minimize weed growth.
 - Sign #33 will include the removal of existing lawn to accommodate the sign, ornamental plantings, providing an edge treatment and placement of rock mulch.
- Irrigation design services will be provided for Regional Gateway sign #33. Signs #30 and #31 will not be irrigated, as it appears water is not available at these locations.
- Survey will be provided for all (3) Regional Gateway sites and the survey limits are based on Exhibit A, included in the contract documents. Survey will include topo, identification of ROW and utilities, city limits and public infrastructure.

- Electrical design services will include providing power and lighting design for Regional Gateway sign #33.
- Structural Design Services will include the design of the footings and bases for all Regional Gateway signs. This will also include the review and refinement of the detailing for the sign panels, fasteners and materials.
- Design of the Regional Gateway signs will follow the MERJE design intent drawings and will adhere to the design standards for typeface, letter spacing, logo treatments, symbols, color selections, placements, materials, and general construction procedures.
- WSDOT coordination will need to occur for sign #30.
- Regional Gateway sign #33 will replace the existing signage at this location. The city will salvage all existing sign materials. The team will design the sign and footing so that the sign can be moved in the future.
- Grading and erosion control plans will not be required.
- Sign elevation drawings will not be developed for all signs with metal posts, as they are not needed for permitting nor construction.
- Traffic control plans will be provided by the contractor on a project need basis. This will be a requirement in the contract documents.
- Division One specification or the front-end specifications of the Contract documents will be developed by the City and provided to MacKay Sposito for review.

City Gateway Signage Basis of Design:

- City Gateway signs include a total of (8) signs that will be designed in Phase I. Design will include (4) CITY.GATE.3 signs and (3) CITY.GATE.2 sign and (1) reader board sign.
- Landscape design services:
 - Sign #26 will include the removal of existing lawn to accommodate the sign, ornamental plantings, providing an edge treatment and placement of rock mulch.
 - Sign #29a will include adjustments to the existing rock mulch bed and ornamental plantings.
 - Sign #31a will include adjustments to the existing rock mulch bed and ornamental plantings.
 - Reader Board sign will include the removal of existing lawn to accommodate the sign, ornamental plantings, providing an edge treatment and placement of rock mulch.
 - Sign #25 will include the removal of existing vegetation, providing an edge treatment and placement of rock mulch to minimize weed growth.
 - Sign #27 will include the removal of existing vegetation, providing an edge treatment and placement of rock mulch to minimize weed growth.
 - Sign #28 will include the removal of existing lawn to accommodate the sign, ornamental plantings, providing an edge treatment and placement of rock mulch.
 - Sign #29 will include the removal of existing vegetation, providing an edge treatment and placement of rock mulch to minimize weed growth.
- Irrigation design services will be provided for sign 31a and the reader board. The remainder of the City Gateway signs will not be irrigation, as it appears there is not water available. Irrigation systems that exist will be adjusted for the signpost, footings and bases.
- Survey will be provided for all (8) City Gateway sites and the survey limits are based on Exhibit **x**, included in the contract documents. Survey will include topo, identification of all ROW and utilities, city limits, easements, private property ownership and public infrastructure.
- Electrical design services will include providing power and lighting design for City Gateway sign #29a,

31a and the reader board.

- Structural Design Services will include the design of the footings and bases for all signs. This will also include the review and refinement of the detailing for the sign panels, fasteners and materials.
- Design of the City Gateway signs will follow the MERJE design intent drawings and will adhere to the design standards for typeface, letter spacing, logo treatments, symbols, color selections, placements, materials, and general construction procedures.
- WSDOT coordination will need to occur for sign #29 if the sign is located in the ROW.
- City Gateway signs #26 and 27 will replace the existing signage at this location using the existing pole.
- Grading and erosion control plans will not be required.
- Sign elevation drawings will not be developed for all signs with metal posts, as they are not needed for permitting nor construction.
- Traffic control plans will be provided by the contractor on a project need basis. This will be a requirement in the contract documents.
- Division One specification or the front-end specifications of the Contract documents will be developed by the City and provided to MacKay Sposito for review.

Fees

(Exhibit "B")**City of Richland****Wayfinding Signage and Gateway Entrance Improvements – Richland, Washington****Professional Services Proposal**

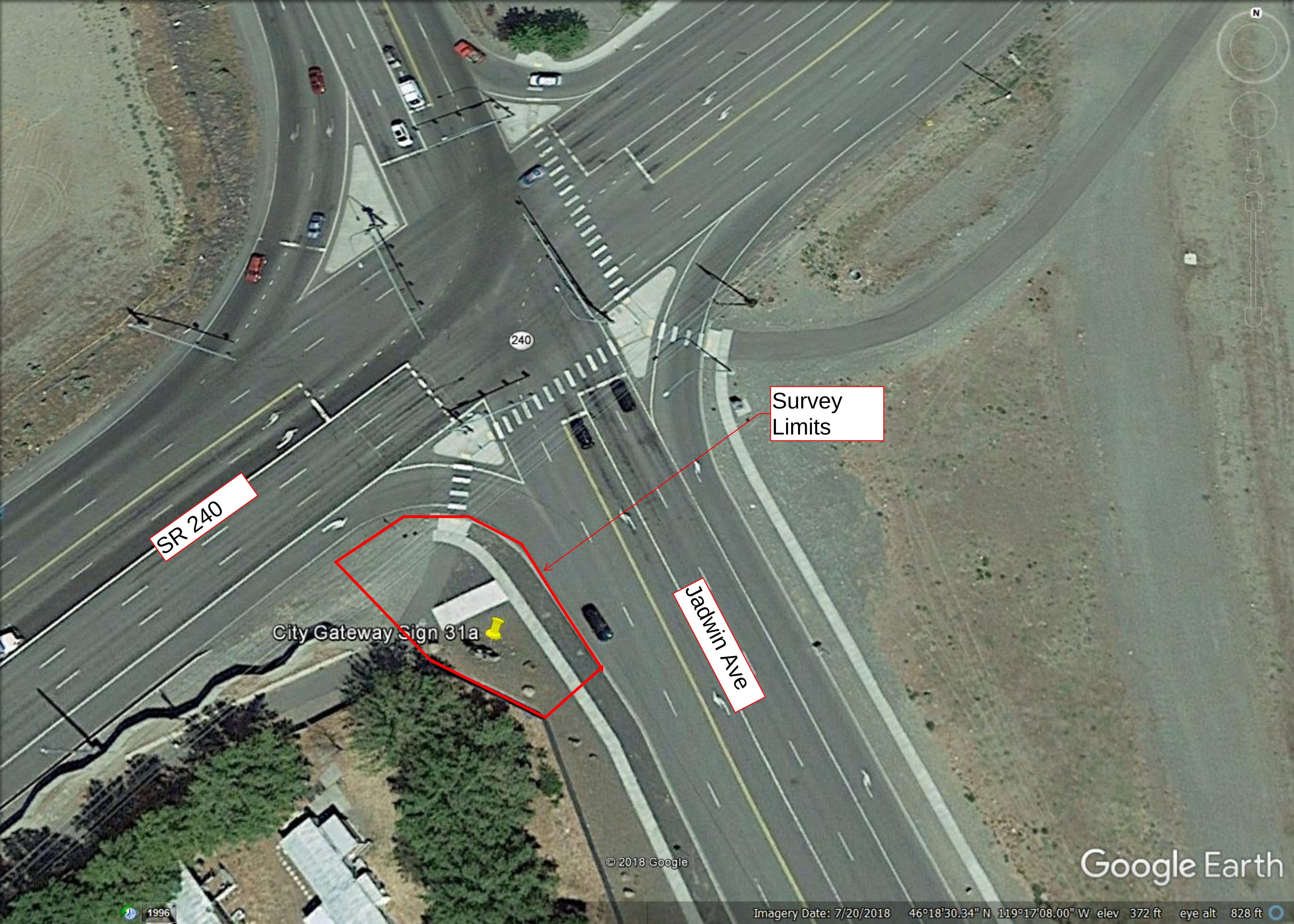
Task 1 Project Start Up.....	\$ 7,400.00
Task 2 Design Development	\$ 5,700.00
Task 3 Construction Documentation.....	\$16,790.00
Task 4 Permitting.....	\$ 1,730.00
Task 5 Bidding Assistance.....	\$ 4,560.00
Task 6 Construction Management.....	\$11,685.00

MacKay Sposito Total: \$47,865.00 (includes expenses)

Stratton Surveying Total:	\$17,875.00
PCS Structural Total:	\$24,200.00 *
Trindera Engineering Total:	\$21,420.00 *
First American Title Total:	\$ 4,600.00

Project Design Fee Total **\$115,960.00**

*Includes bidding and limited construction services for sub consultants.



SR 240

Survey Limits

Jadwin Ave

City Gateway Sign 31a

240

© 2018 Google

Google Earth

1996

Imagery Date: 7/20/2018 46°18'30.34" N 119°17'08.00" W elev 372 ft eye alt 828 ft



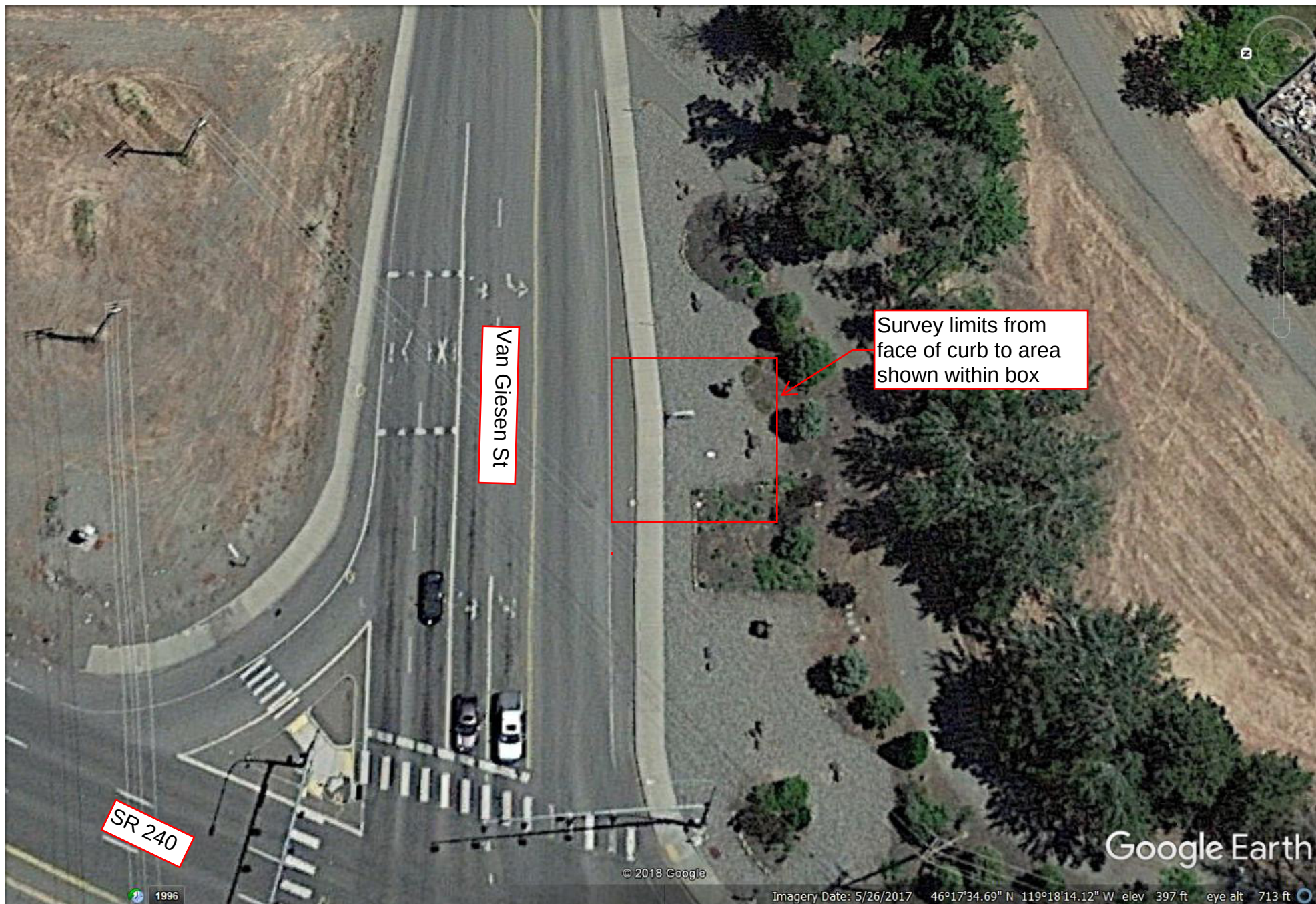
Regional Gateway.2 Sign, #25

Survey Limits face of curb
to ROW

Google Earth

© 2018 Google

Imagery Date: 5/26/2017 46°12'13.32" N 119°15'50.20" W elev 526 ft eye alt 1200 ft



City Gateway Sign 29a



Step toe St.

City Gateway Sign 26

Gage Blvd

Survey limit from face of curb to back of parking lot curb

Google Earth

Imagery Date: 5/26/2017 46°13'38.67" N 119°14'31.25" W elev 426 ft eye at 4310 ft



Survey limit, face of curb to ROW.

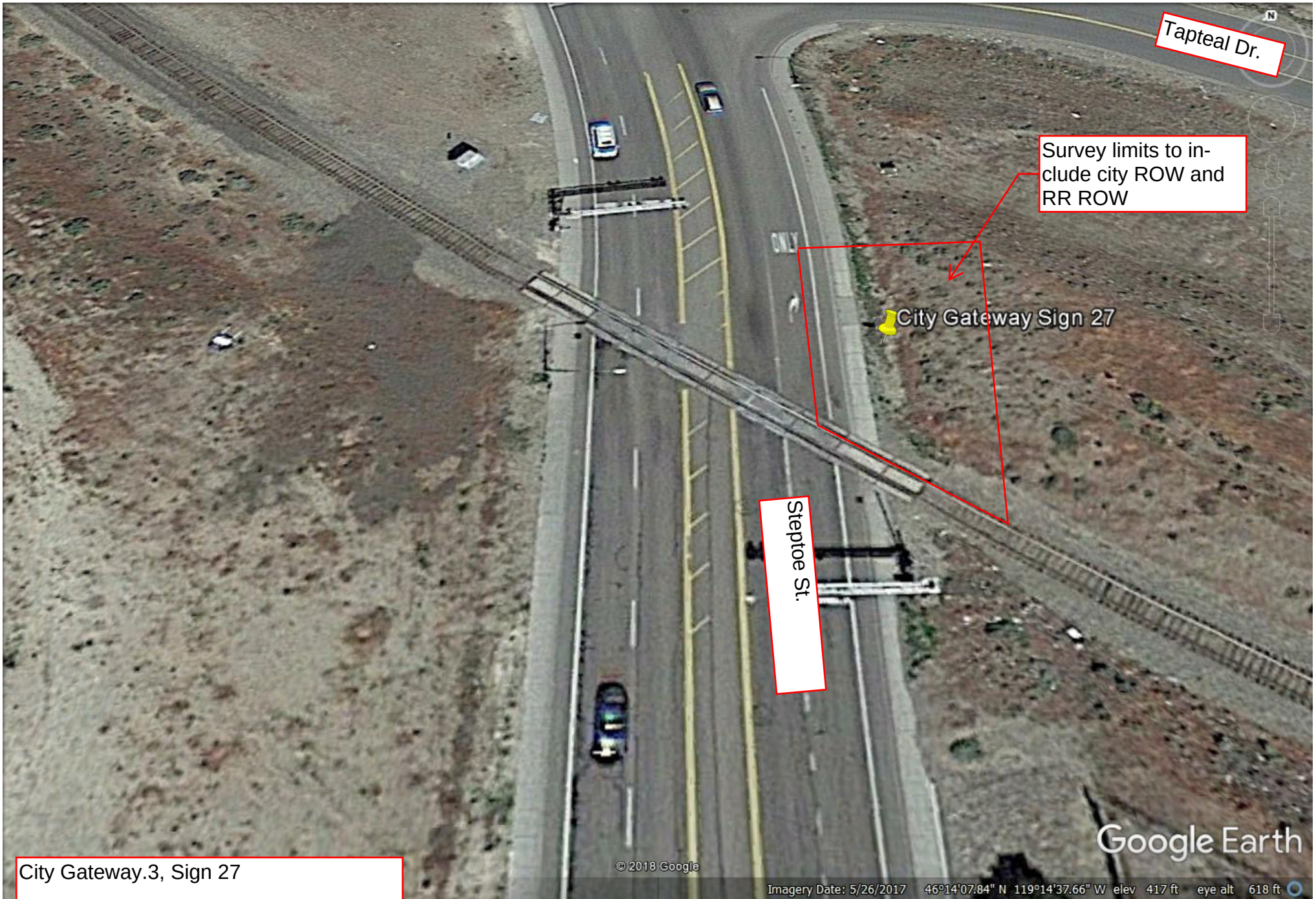
~~Regional Gateway Sign 25~~

Regional Gateway.3 Sign #25

Google Earth

© 2018 Google

Imagery Date: 5/26/2017 46°12'13.18" N 119°15'49.14" W elev 523 ft eye alt 1055 ft



Tapteal Dr.

Survey limits to include city ROW and RR ROW

City Gateway Sign 27

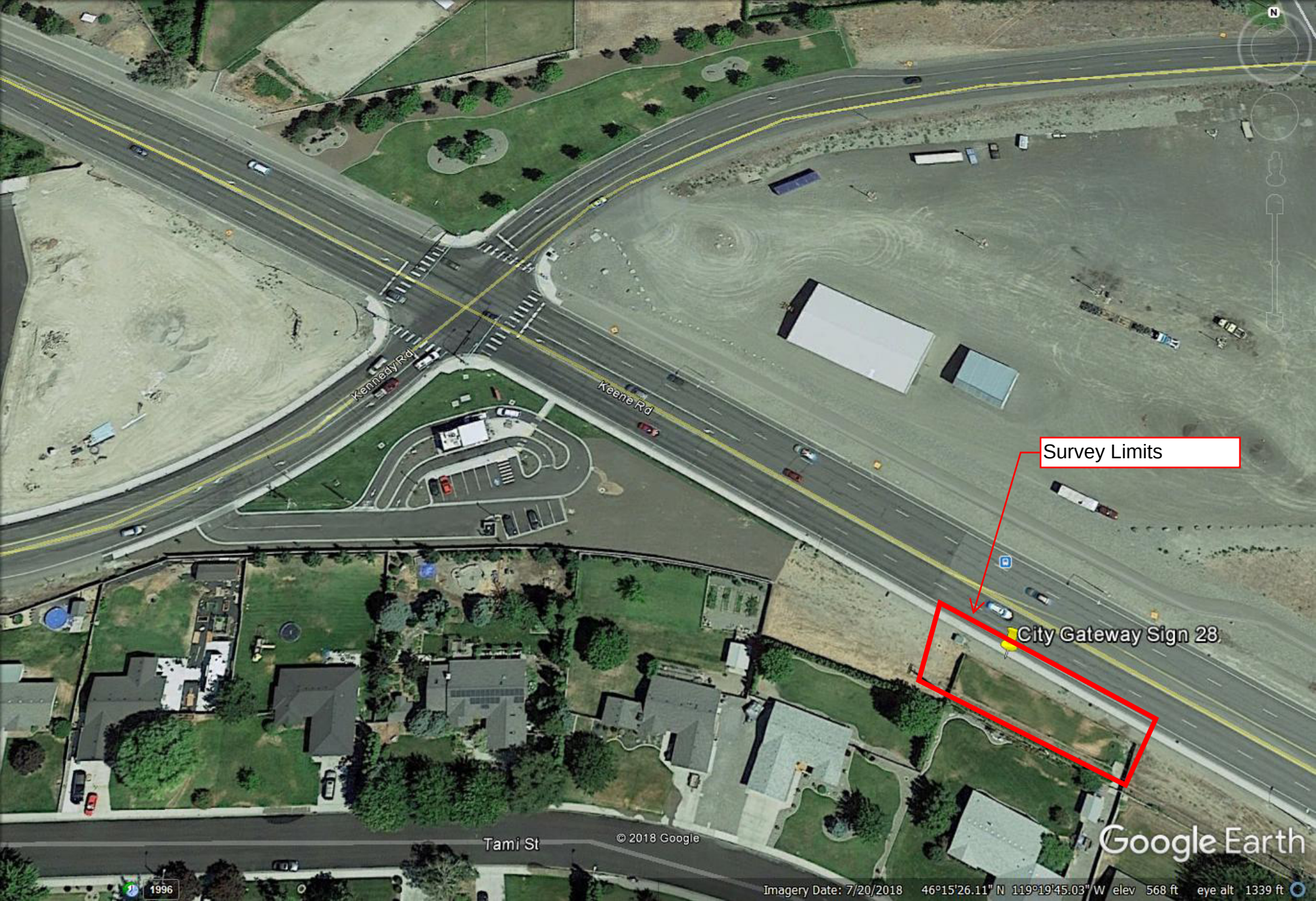
Steptoe St.

City Gateway.3, Sign 27

© 2018 Google

Imagery Date: 5/26/2017 46°14'07.84" N 119°14'37.66" W elev 417 ft eye alt 618 ft

Google Earth



Kennedy Rd

Keene Rd

Survey Limits

City Gateway Sign 28

Tami St

© 2018 Google

Google Earth

Imagery Date: 7/20/2018 46°15'26.11" N 119°19'45.03" W elev 568 ft eye alt 1339 ft

1996



Van Giesen St

Survey limits, edge of road to ROW

To West Richland, Yakima River

City Gateway.3 sign, #29

Google Earth

© 2018 Google

Imagery Date: 5/26/2017 46°17'52.26" N 119°19'54.35" W elev 386 ft eye alt 844 ft



Survey Limits

Electronic
Reader
Board
Location

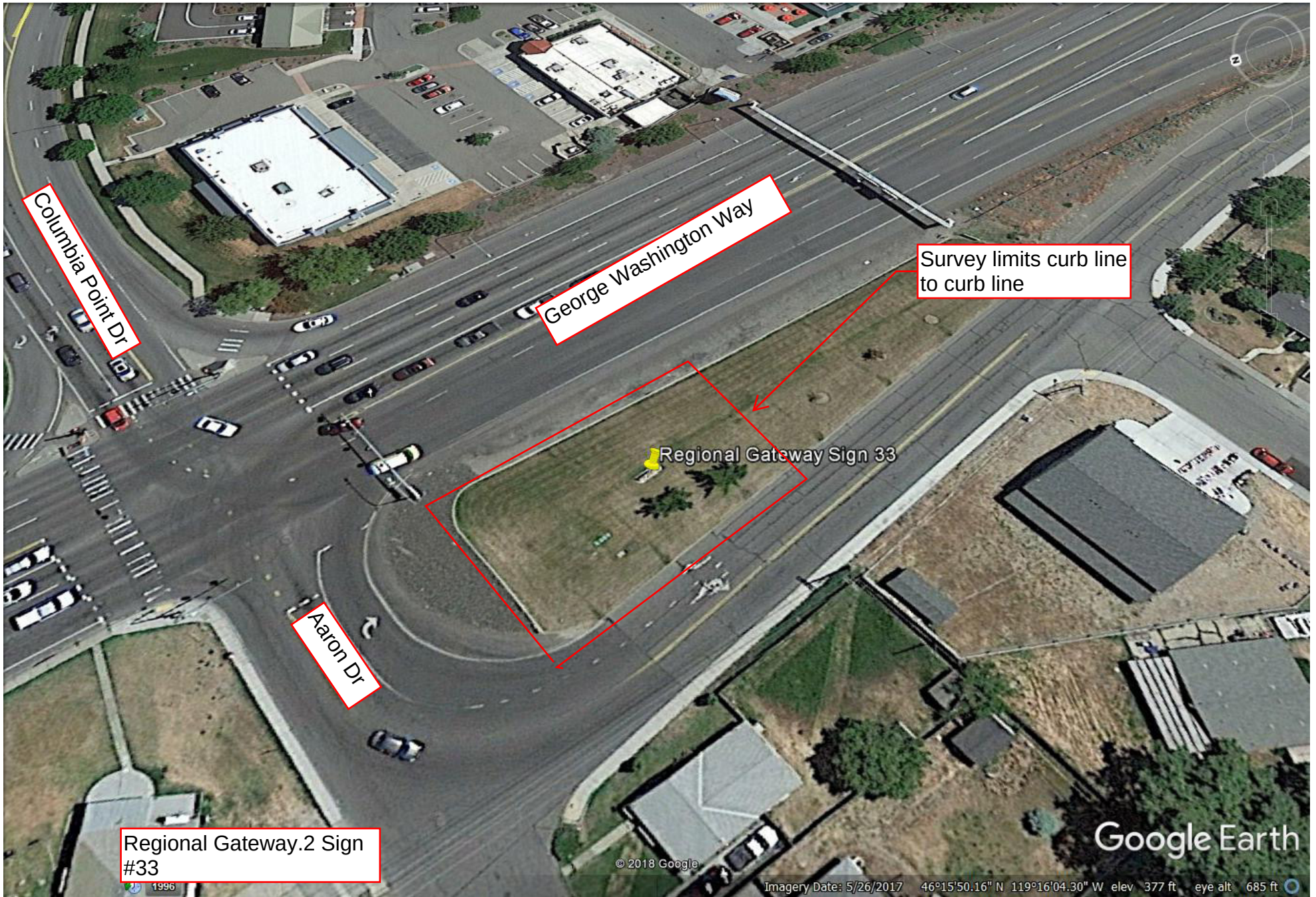
Roasters Coffee

Windermere Group
One/Tri-Cities

Bradley Blvd

FIT FOR ME

Google



Columbia Point Dr

George Washington Way

Survey limits curb line to curb line

Regional Gateway Sign 33

Aaron Dr

Regional Gateway.2 Sign #33

Google Earth

© 2018 Google

Imagery Date: 5/26/2017 46°15'50.16" N 119°16'04.30" W elev 377 ft eye alt 685 ft



survey limits

Snively Road

Regional Gateway Sign 30

SR 240

240

Google Earth

© 2018 Google

1996

Imagery Date: 7/20/2018 46°22'12.10" N 119°23'54.42" W elev 441 ft eye alt 897 ft

Horn Rapids Road

Survey Limits

Regional Gateway Sign 31

Stevens Drive



CITY OF RICHLAND

MacKay  Sposito

www.mackaysposito.com

Wayfinding Signage
and Gateway Entrance
Improvements

July 23, 2018

MacKay Sposito

1110 Osprey Pointe Blvd., Suite 105
Pasco, WA 99301

Bryan Cole, PLA

Project Manager
bcole@mackaysposito.com
(509) 619-7092



July 23, 2018

City of Richland
ATTN: Cathy Robinson, CPPO, CPPB
WA 505 Swift Boulevard
Richland, WA 99352

Dear Ms. Robinson:

Please find our submittal enclosed for your review. We appreciate the opportunity to submit our qualifications for the Wayfinding Signage and Gateway Entrance Improvements project. We look forward to hearing from you soon.

Sincerely,

MacKay Sposito

Bryan Cole, PLA
Project Manager

Derrick Smith, PE
Senior Vice President

Table of Contents

Attachment A	i
W-9 Form	ii
Executive Summary	1
Project Approach and Schedule	4
Work Plan	4
Methodology	10
Team Organization	11
Project Schedule	12
Related Project Experience/References	14
Appendix A: Resumes	

	City of Richland	Solicitation Number: RFQ 18-0078
	Attachment A RFQ Signature Form and Addendum Acknowledgement	Page 13 of 25

Wayfinding Signage and Gateway Entrance Improvements

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: 1 through 2.

Respectfully submitted this 23 day of July, 2018.

Name of Firm: MackKay Sposito

Address: 1110 Osprey Pointe Blvd., Suite 105, Pasco, WA 99301

Signature: 

Name (Print): Derrick Smith, PE

Title: Senior Vice President

Email: dsmith@mackaysposito.com Phone: (509) 619-7094

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mackay & Sposito, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1325 SE Tech Center Drive, Suite 140	Requester's name and address (optional)
6 City, state, and ZIP code Vancouver, WA 98683	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
9	1	-	0	9	1	5	9	8	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Kristen Kern</i>	Date ► 3-19-18
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Executive Summary

a. Introduction

Include the key elements of the Responder's expertise, products/services offered and an overview of the consultant team. All information should tie back to the knowledge and experience of the consultant firm.



The Arc of Tri-Cities Parking Lot Expansion



The Arc of Tri-Cities Parking Lot Expansion

MacKay Sposito is a multidisciplinary firm with nearly 45 years of experience designing, engineering, and permitting projects in the Pacific Northwest, including 16 years here in the Tri-Cities. Over the years we have built strong client relationships with all agencies in the Tri-Cities and our staff is woven into the fabric of the community. What you may not know is that we have a talented group of designers who specialize in wayfinding signage and gateway improvements. You probably know us best for our civil engineering services, but our local team includes landscape architects who have been involved in wayfinding signage, sustainable landscapes, and irrigation design for over 27 years. They have helped in the place making of some of our urban spaces and created iconic landscapes in the Tri-Cities. We also have an experienced landscape architect and project manager in our Pasco office, Bryan Cole, who regularly manages teams of architects, surveyors, and engineers on projects similar to this.

As a community member and local business owner, MacKay Sposito would like to congratulate the City of Richland's leadership for prioritizing the implementation of the community wayfinding standards. We have been following the evolution of the design standards for the last few years and we believe this is a great opportunity to showcase the Tri-Cities brand, encourage tourism, and support economic development. Now that the standards are established, we are excited for the opportunity to be a part of the team to implement them. We understand that Phase 1 will focus on the welcome signs and entry monuments where the consultant team will select the sign locations and provide design services. Phases 2 and 3 will be administered by the City of Richland Public Works Department. We believe we are the right team to support this effort. Here's why:

We are local.

As a local consulting firm we understand the importance of implementing the wayfinding signage program in our community. We realize the value of having a consultant who understands the regional climate and landscape by being local. We have a great working relationship with all three public agencies, have experience with sign fabricators, and will mitigate travel costs with our proximity. Our local team will work cohesively to implement the wayfinding vision by implementing the signage program through practical and cost effective designs.



Tri-Cities Airport Concept

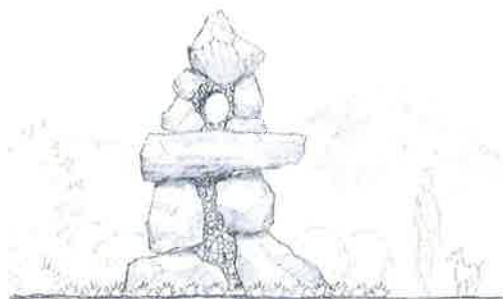


YAKIMA RIVER GATEWAY
STRUCTURES
West Richland
DECEMBER 2011



MadRiv+Storilo

Yakima River Gateway Signage Concepts



Tehaleh Entry Monument Concept

We are construction-oriented.

Our team of experienced professionals understands how to take a project from early planning stages through construction. This construction experience helps guide our design decisions and material selection thus reducing construction costs. We also know how to manage a consultant team, contracts, and contractors. We will work hand in hand with the City to implement the wayfinding signage designs and develop contract documents, specifications, and bid information. Being in close proximity to the City means we can operate as an extension of staff through design and construction.

We have proven design experience.

As you'll see in our Related Project Experience section we have implemented multiple wayfinding programs over the last 2 years in the Tri-Cities area that are very similar to your wayfinding program. This includes the entry monument signage for the Tri-Cities Airport, wayfinding signage for the Tri-Cities Business Park, and most recently the Osprey Point/Big Pasco signage for the Port of Pasco. In each case we worked with the client to understand their vision and implement their project by:

- » Developing preliminary signage design concepts
- » Collaborating with local fabricators
- » Identifying potential cost savings and conducting constructability reviews to align the budget with construction costs
- » Developing final contract documents for permitting, bidding and construction
- » Providing construction and contract management

Additionally, we have developed wayfinding programs for many of our private clients. This combined public and private experience means you'll have an expert team you can rely on to imagine and implement your wayfinding experience.

We are familiar with the Merje Wayfinding & Signage Plan and design standards.

As mentioned earlier, we have been following the wayfinding signage planning effort over the last few years and have been an advocate for the development of policies, design criteria, and graphic standards that would encompass the region as a whole. We believe if the plan is followed and standards are adhered to it will promote a regional identity, enhance visitor experience, and promote economic development. Consistent messaging and design are important to communicate who we are and tell the story of why the Tri-Cities is a special place. We will work with you to implement these standards while also looking for cost efficiencies by working with our local signage fabricators to maintain the integrity and vision for our community.

We've thoughtfully selected our partners to bring the right experience and people to assist us with your project. We have years of working relationships with these firms and trust them to help us deliver quality design packages. To provide you clarity on our team, we have summarized the primary consultant team below:

PCS Structural Solutions (PCS) is a structural engineering firm based in the Pacific Northwest with a national reach. PCS has a deep and varied resume demonstrating expertise in a broad range of projects as a result of working with almost every conceivable architectural,

mechanical, and electrical system. PCS has a history working with public agency facilities and have worked on numerous projects in Central and Eastern Washington, including work for Richland School District, City of Kennewick, Washington State Patrol, and Yakima County.

Trindera has provided electrical, controls, lighting, and automation services for more than a decade. Their top priority is exceeding client expectations for project scope, schedule and budget. As part of that effort, Trindera designs efficient and effective systems that are easy to maintain and fit the needs of the client and the end user.

Stratton Surveying and Mapping (Stratton Surveying) has developed a reputation for timely and accurate results with the highest level of service. Their clients are all over the nation, and their services, experience, and expertise cover a wide range of industries and application. Stratton uses state of the art surveying equipment and methods, including GPS, robotic total stations, and have reflectorless measuring capabilities as well as current versions of AutoCAD. Stratton is based out of Tri-Cities, Washington and currently employs two full time field crews as well as one full time drafter and three licensed Surveyors.

Indicate the address and telephone number of the respondent's office located nearest to Richland, Washington and the office from which the Project will be managed.

**MacKay Sposito
1110 Osprey Pointe Blvd, Suite 105
Pasco, WA 99301
(509) 619-7092**

MacKay Sposito will provide all signage, landscape, civil engineering design, and construction management work out of our Pasco Office. Our local team will provide the high level of involvement and coordination needed to deliver this next step of the program. We will be here for the City beginning with project start-up and continuing through construction. We know you'll enjoy working with this team as much as we have enjoyed working with the City over the years.



Project Approach and Schedule



We have done our homework and have followed the wayfinding planning effort as it has evolved, including reviews of the latest wayfinding signage and Gateway document developed by Merje, the design standards, and cost estimates. Just as important, we regularly attended events as the designs were being developed and adapted to the design concepts/standards when we produced the 'Big Pasco' district signage for the Port of Pasco. These documents are a great start that our team feels has set the program up for success. Now it is time to turn the project into a reality and we know our team has the experience and innovation you are seeking. Based on this experience we understand the next steps needed to complete the vision.

As you will see our team has the understanding, experience, and knowledge to advance your project forward through to construction. We understand the level of investment the cities have already taken. It is our mission to build on this investment, polish it, and get the wayfinding signs started with construction in 2018.

a. Work Plan

Describe the proposed sequence of specific tasks to accomplish this Project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff. Identify any pitfalls or hurdles that may be foreseen with each task.

As part of our approach we have developed a draft work plan that describes how we will work with the City to implement the signage program. Below is an outline of the steps needed to make sure your project runs smoothly; providing clear expectations on deliverables and flexibility. In developing the work plan we have added suggested improvements for the City's review. Suggested scope of work improvements include additional client review periods, submittal processes, and a list of deliverables at each phase. We have also identified potential pitfalls or hurdles that may be encountered and recommended solutions for your review.

Task 1: Project Start Up

1.1 Project Scoping Meeting: Attend a meeting to review the project scope of work; project schedule; confirm the number of signs and locations; confirm where regional and city gateway signs are to be used; determine survey needs, irrigation and electrical improvements for each site; review project specification requirements; the permitting process; signage budget; and contract language.

Deliverables: Draft scope of work, schedule, fees and meeting minutes.

1.2 Award of Contract: Based on the information we receive at



the scoping meeting we will then coordinate with the design team to refine the scope of work, project schedule, and fees for submittal to the City for final review and approval. Once the scope of work and contract has been approved by council we will then conduct a project kick off meeting and site visit with the City and the design team.

Deliverables: Final scope of work, schedule and fees.

1.3 Project Kick Off Meeting and Site Visit: Conduct a meeting with the City to review the Gateway Entrance Improvement section of the Merje Environments & Experiences design intent drawings. During this meeting we will confirm the approach, discuss material selection, the specifics of each sign location, and confirm survey needs. Key members of the design team and City will then visit each of the wayfinding signage sites as part of an inventory and site analysis effort to review existing conditions such as utilities, existing vegetation, topography, and other site constraints. We will also use this time to stake sign locations for City review and approval and identify survey limits.

Deliverables: Site analysis exhibit showing opportunities, constraints and survey limits.

1.4 WSDOT Coordination: For signs located in WSDOT right of way we'll coordinate with them to review the approach and planned improvements and gain approval prior to starting design. Based on our past dealings with WSDOT, we know this potentially will require a coordination meeting, providing conceptual drawings for approval, and potentially final construction and as-built drawings of the proposed improvements. This will be vetted with WSDOT during our scoping meeting to ensure that sign permitting is completed prior to construction.

Deliverables: Meeting notes

1.5 Survey Services: Once we have confirmed the approach, sign locations, and survey limits we will initiate the project surveyor to document the existing conditions for the development of a base drawing that will be used for construction documents.

Deliverables: Digital survey information

1.6 Base Preparation: Upon completion of the survey and site inventory and analysis we will develop base plans for the City to review and the team's use for design. This information will include any City provided ACAD files, supplemented with survey information showing utilities, topo, ROW and other existing conditions.

Deliverables: Digital base information for each wayfinding signage location.

Potential pitfalls: As shown in our schedule we are being proactive in the refinement of the scope of work and preparation for award. However, with notice to proceed estimated to occur mid to late December it will be difficult to get the first sign constructed in 2018.

The solution is to initiate the contract earlier or look at alternatives bidding approaches, such as, a design-build package.



Tierra Vida Multi-Family West



Tierra Vida Multi-Family West

Task 2.0: Design Development

2.1 Client Meeting: Attend a meeting with the City to review information gathered to date, schedule, and outcome of WSDOT coordination. This meeting will be used to confirm the approach, budget for each sign, and ensure we have all the necessary information to initiate design.

Deliverables: Meeting notes

2.2 Design Development: Based on the direction we receive in task 2.1 we will then start the refinement of the Merje Gateway signage designs for the City's review and approval. This will include refining the signs to reflect material selections, scale, font size, lighting, etc. We will also provide a preliminary estimate of probable costs for each sign.

Deliverables:

- » Conceptual signage designs
- » Plan views showing locations of each sign
- » Typical sign elevations
- » Conceptual landscape approach
- » Preliminary structural detailing
- » Lighting diagram with materials
- » Estimate of probable costs

2.3 City Review Period: The City will review the materials submitted and develop comments for the design team. At the end of the review period we will meet to discuss the next steps.

2.4 Client Meeting: Attend a meeting with the City to review design development drawings and estimate of probable costs. This meeting will be used to review the materials and associated costs. It will also be an opportunity to evaluate the need for any value engineering that might be required. This meeting will provide final direction for sign documentation in preparation for permitting, bidding and construction.

Deliverables: Meeting notes

2.5 Public Meetings (optional): If a public meeting, such as an open house or hearing is requested, MacKay Sposito will package the conceptual design deliverables for the City's use. We will also support the City as needed to present the conceptual design elements and review the schedule.

Deliverables: Modified conceptual design elements identified in task 2.2, including illustrative boards, PowerPoint presentation, and handouts.

Potential pitfalls: Materials selection and cost estimating can be a challenge as it relates to the estimation of fabrication time. What we have found is that, depending on the fabricator, costs for the same sign may vary from 25-50%. Fabricators range in sophistication and equipment, so finishes such as powder coating, fabrication of letters, etc., can be hard to estimate. To avoid this pitfall we suggest engaging the fabricators early to help guide the design and fabrication, reduce costs and adhere to budgets.

Task 3.0: Construction Documentation

3.1 Develop 75% Construction Documents: Based on the information we receive from task 2.3, we will start the preliminary design and engineering of the signs, the sign bases and associated landscape and lighting improvements for each site.

Deliverables:

- » Cover sheet
- » Demolition/site clearing plan
- » Layout plan
- » Materials plans and Elevations
- » Erosion control and grading plans
- » Project details
- » Structural details
- » Electrical plans and details
- » Landscape plans and details
- » Irrigation plans and details
- » Estimate of probable costs

3.2 Client Review Period: The City will review the materials submitted and develop comments for the design team. At the end of the review period we will meet to discuss the next steps.

3.3 WSDOT Review Period: As needed we will submit preliminary drawings to WSDOT for review and approval. We anticipate that this review and approval will be done simultaneously with the City's review.

3.4 Client Review Meeting: Attend a review meeting with the City to go over the submittal and address any comments or questions. We will also spend time evaluating the estimate of probable costs and provide design recommendations if needed to ensure alignment between the budget and estimated construction costs.

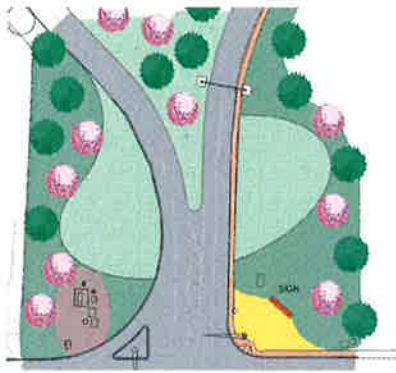
3.5 Develop 95% Construction Documents: Based on input received from the City and WSDOT we will then prepare 95% construction documents and specifications for the Gateway Entrance signs. This will be the final coordination set prior to undertaking permitting and bidding. We will use the City's standard templates for preparing the bidding documents.

Deliverables:

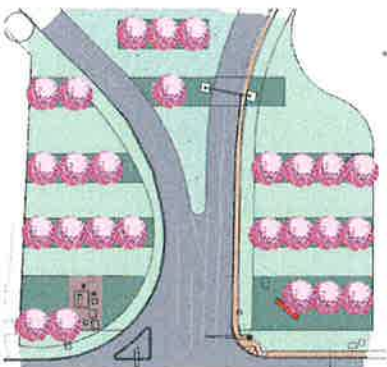
- » Cover sheet
- » Demolition/site clearing plan
- » Layout plan
- » Materials plans and elevations
- » Erosion control and grading plans
- » Project details
- » Structural details
- » Electrical plans and details
- » Landscape plans and details
- » Irrigation plans and details
- » Estimate of probable costs at 95% submittal
- » Bid tabulation development at final submittal
- » Project specifications

3.6 City review period: The City will review the materials submitted and develop comments for the design team. At the end of the review





Tri-Cities Airport Entry Way Landscape Design Concept



Tri-Cities Airport Entry Way Landscape Design Concept

period we will meet to discuss the next steps.

3.7 Client Review Meeting: Attend a review meeting with the City to go over the submittal and address any comments or questions.

3.8 Final Construction Documents: Based on input received from the City we will coordinate and finalize the bidding schedules and contract documents in preparation for permitting and bidding.

Deliverables:

- » Cover sheet
- » Demolition/site clearing plan
- » Layout plan
- » Materials plans and elevations
- » Erosion control and grading plans
- » Project details
- » Structural details
- » Electrical plans and details
- » Landscape plans and details
- » Irrigation plans and details
- » Engineers estimate of probable costs
- » Bid schedules
- » Project specifications
- » (Traffic control plans will be provided by the contractor on a project need basis. This will be a requirement in the contract documents)

Potential pitfalls: WSDOT specifications are not geared towards these types of projects or the fabrication of these types of signs. Thus, it takes more time and coordination to ensure that the contract documents are useful to the fabricator and they are not scared away by the complexity of the bid documents. We have found that fabricators struggle with adhering to these specifications as they are accustomed to a design build approach versus public bidding process. We will want to make sure they are incentivised to bid on your project and the bid documents are clear and as simple as possible.

Task 4.0: Permitting

This task will be done in conjunction with the City. We will package the required permit documents for each type of permit and submit this information to the appropriate reviewers.

4.1 Permit Application and Review: Deliver permit drawings to the City and answer reviewer questions. We anticipate a one month period for City review and approval. In some cases minor revisions might be required. These changes will be updated prior to issuing the bid set to the city.

Potential pitfalls: We do not anticipate this occurring but, depending on the City's backlog of permits, it may take longer than originally scheduled to have the permits reviewed and approved. The solution is to coordinate with the permit reviewers well ahead of submittal to ensure a timely review.

Task 5.0: Bidding

Upon permitting approval we will assist the City in preparation for bid. This task includes delivery of the contract documents and preparation

City Provided Information and Tasks:

- A. Project Team meeting space for regular project meetings.
- B. Advertisement, staffing and meeting space for all public meetings.
- C. Provide contact information at WSDOT for signs located in their ROW.
- D. Design Intent Drawings developed by Merje Environments and Experiences (Attachment C)
- E. Wayfinding Signage and Gateway Entrance Improvement Location Map (Attachment D)
- F. Reference documents provided from Merje Environments and Experiences:
 - 1. Executive Summary and Technical Specification (Attachment E-1)
 - 2. Tri-Cities Analysis Report (Attachment E-2)
 - 3. Richland Messaging Schedule (Attachment E-3)
- G. City standard specifications and front end contract documents.
- H. Coordination with utility departments involved, including water and power services to assign addresses for irrigation and power meters and pay the associated fees for connection to these services.
- I. Make payments for all permits required for the project.
- J. Prepare and issue advertisement for bidding and provide meeting space for pre-bid meeting and bid opening.
- K. Meeting space and public notifications during the construction period. Issue meeting notes, action items and contractual notifications to the contractor during construction.
- L. Review and approval of traffic control plans submitted by the contractor along with coordination with WSDOT for signs adjacent within their ROW.

of the advertisement. We can leverage our relationships with local fabricators to make sure they are aware of the project and encourage them to propose to increase competition and competitive pricing. For the purposes of this proposal we are assuming that notice to bid, bid duration and contractor selection will take 6 weeks.

5.1 Pre Bid Meeting: Prepare for and attend a pre-bid meeting with the City. We anticipate a one hour meeting with the contractors followed by a site visit to each sign location.

5.2 Bidding Period: Answer questions during bidding and prepare addenda as needed.

5.3 Bid Opening and Award: Attend bid opening, review bids and provide feedback to the City.

Deliverables: Addenda drawings and bid comment and response log

Potential pitfalls: As stated in the construction document phase, sign fabricators typically do not like getting involved with public work projects nor the bidding process. It will be imperative to engage them early, get them excited about this opportunity, and ensure that we get multiple bidders.

Task 6.0: Construction Management

6.1 Attend a construction kick off meeting with the selected contractor and City.

6.2 Lead weekly meetings during construction and provide written inspection or progress reports, review the contractor's schedule, review and respond to RFI's, develop meeting agenda, take meeting minutes, change order requests, and provide clarification drawings as needed. We anticipate construction to occur over a four month period.

6.3 Provide a substantial completion site inspection and develop a punch list

6.4 Provide a final completion site inspection and recommendation of acceptance.

6.5 (Optional) At the end of the warranty period we will inspect the project with the City and contractor to identify warranty items needing correction. We will coordinate with the contractor to schedule, complete and inspect the corrective work.

Deliverables: Pre-construction meeting agenda, attendee list, construction meeting agenda minutes, RFI submittal and change order logs, substantial and final completion punch lists.

Potential pitfalls: Local sign fabricators vary in size and capability to execute multiple projects at the same time. Constraints include how much space they have in their shop, what type of equipment they have available, offsite painting, and long material lead times. All of these issues can cause construction delays. You'll leverage our previous experience and fabricator relationships to align the construction documents and allowable contract time with industry capabilities and capacity to help ensure a competitive bidding process.

b. Methodology

This section should clearly describe the methodology or methodologies planned to provide specific tasks described in the Work Plan. Include project management tracking tools and communication plans.



We have outlined the following steps to deliver the scope of work identified in our work plan:

- » Conduct a scoping meeting with the City and key team members to identify and confirm the City's goals, objectives, and deliverables specific to the project.
- » Develop a draft scope of work with the team and city and specifically tailor the deliverables to your needs.
- » During the conceptual design phase we will vet the cost estimate and assumption information developed by Merje against the City's budget as it will be important to understand how costs were allocated for each sign.
- » Our project management tracking tools include software such as Primavera, SharePoint, Microsoft Project, and other tools as a way to navigate through each task we identified. This will allow us to communicate our progress and budgets, track meeting minutes, RFI's and other contractual items for the duration of the project.
- » As part of our communication plan, we will conduct regular client meetings at key junctions throughout the design and development process. Meeting topics will include, but not be limited to, project status updates, schedule updates, action items, requests for information, and review of deliverables.
- » We will work closely with the City project manager during permitting and bidding so there's not a disconnect in understanding each other's roles. MacKay Sposito will lead up this effort with assistance from the City. We will also assist in the management of bidding process from advertisement to contract award.
- » We are regularly involved in public works construction projects. To ensure that we keep on track, we proposed to lead weekly construction meetings and manage the meeting agendas, schedule and minutes. As part of this task we will make sure that communication between the contractor and City is clear and documented.
- » As a check in we will conduct a client debrief meeting with key City staff members to get an evaluation of our team and their products. This typically occurs in the middle of the project life and at the end. This activity allows us to make mid project corrections if needed and make sure your expectations are met.

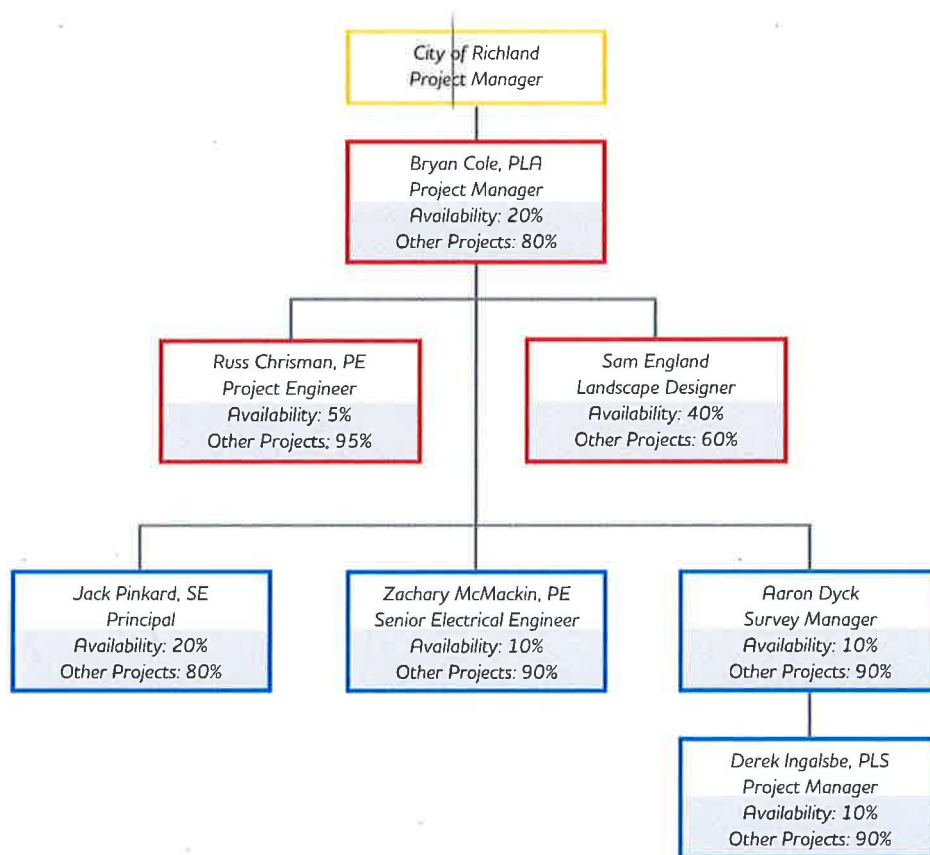
c. Team Organization

Provide an organizational chart showing all proposed team member roles and responsibilities, including any subcontractors/sub-consultants. Identify the Reponder's Project Lead Consultant/Project Manager. Include a resume (two (2) pages maximum) for each Project Team Member.

- i. Breadth of expertise sufficient to accommodate Project needs.
- ii. Appropriate mix of senior, mid-level, and junior staff to maximize value.
- iii. Organizational capacity to take on workload necessary for Project success.
- iv. List the percent each person will be assigned to this project and identify the percent they will be assigned to other projects at the same time.

We have included firm profiles and resumes of key staff members from each firm in the proposal. This information includes each proposed team member's role, responsibilities, education, certifications, licensing, and project experience. The following organizational chart outlines team member roles and the percent each individual will be assigned to this project versus the percentage of their time on other projects. To maximize value, we have an appropriate mix of senior, mid-level, and junior staff assigned to this project.

Please refer to Appendix A for the team's resumes on breadth of expertise and their project responsibilities.



d. Project Schedule

Provide a schedule for completing each task in the Scope of Work and proposed Work Plan. The schedule should demonstrate the proposed team's ability to perform the work requested within an established schedule. Project schedule should include deadlines and milestones meeting project deliverables and identify potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.

It is important to develop and maintain a detailed, realistic, and accurate project schedule throughout the project. One of our first steps will be to work with our team to develop and present a draft schedule to the City prior to contracting. We take this step because the schedule is closely tied to the scope of work, the overall contract, and funding.

We will also provide regular schedule updates to the City at each project development stage identified in the work plan. The goal of these updates is to identify schedule changes early and adjust as needed. Reviewing the schedule at each submittal is imperative for communicating and mitigating impacts before they cause delays and/or add cost.

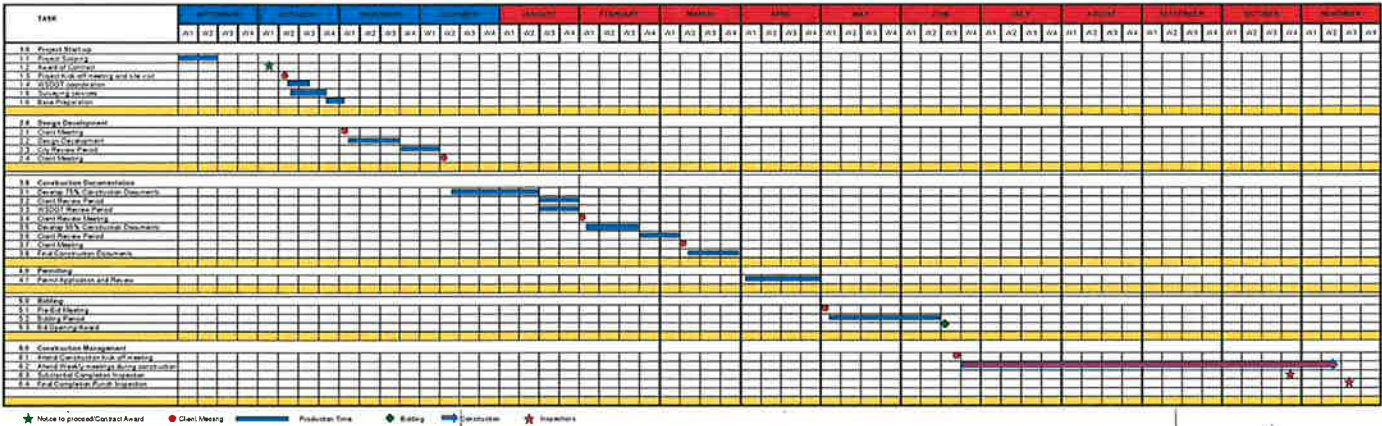
Schedule Risks: Currently we do not see any major schedule risks other than the ability to deliver the first sign this year as discussed at the pre-proposal meeting. With design contract notice to proceed anticipated in mid to late October it would be difficult to design, permit and bid the first sign before the end of the year.

Potential Solutions: If construction of the first sign in 2018 is a priority, we suggest that our team work directly with a signage fabricator during design, and possibly contracting this project as a design build. This will allow us to design the required infrastructure such as lighting, irrigation, landscape, and structural footings while the sign fabricator provides the sign fabrication shop drawings. This may mean supplementing our team with a preferred sign fabricator to cover their early involvement during design. If there is interest in this approach, we have worked with several sign fabricators in the area who are highly qualified and would be interested.

We encourage you to contact our references provided in this proposal. These valued clients will tell you that MacKay Sposito excels at meeting project schedules. We know the importance of meeting deadlines as it relates grant funding requirements or taking advantage of the bidding climate and construction windows. You will benefit from our approach to schedule management.

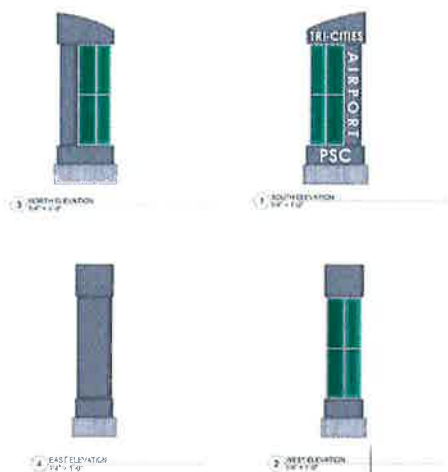
The following schedule follows our approach and scope of work for your review. Included in the schedule are key milestones, review and approval periods, and anticipated construction duration based on our current understanding of the project. However, this is preliminary and our intent is to review the schedule and scope with you during the project scoping period to refine both documents so that they are tailored to your needs. We will do this on our time, as we feel it is imperative to have a clear scope and expectations for your consultant and the City.

Project Schedule



Related Project Experience/References

a. Recent, Directly Related Wayfinding/Signage Experience



Tri-Cities Airport Final Concept Design



Tri-Cities Airport Entry Sign

Describe recent, within the last ten (10) years, directly related experience with Wayfinding/Signage. Past experience with government entities is highly desired. Include the following:

- i. Name of client, address, email, telephone number and name of the project manager.*
- ii. Date(s) of the service, description of the work performed.*
- iii. Original time schedule and completed time schedule.*
- iv. Discuss if the project stayed within agreed upon budget.*

We have included firm profiles and resumes of key staff members from each firm in the proposal, as requested. However, this only begins to answer the question 'Why this team?'. As community members we are very interested in this project's success. We understand the importance of this project from a wayfinding perspective but also as a driver for economic success and a visible investment in the community. We want to help you implement this vision and believe we are the perfect team for the job. As a local consulting firm we are personally committed to this project and the local economy. The success of this project is beneficial for the region and families such as ours. This is where we live, do business and play. Here are some examples of our most recent work.

Tri-Cities Airport Entry Signage and Landscape Improvements

Client: Port of Pasco

Address: 3601 N. 20th Avenue, Pasco, WA 99301

Email: bucktaft@portofpasco.org

Phone: 509-727-3091

Project Manager: Buck Taft, Director of Airports Tri-Cities Airport

Date(s) of service: April 2016 - August 2017

Description of Work Performed: In April 2016 MacKay Sposito was contracted to provide landscape, irrigation and entry monument signage for the Tri-Cities Airport. The first phase of the project was completed in August of 2017. The scope of work included development of landscape concepts that were aesthetically pleasing and reflected the regional landscape through the use of drought tolerant landscape, water efficient irrigation systems and easily maintained landscape. We also developed an airport entry monument sign. Several design options were developed for the Port of Pasco's review, including one option that would incorporate the Tri-Cities wayfinding and signage standards.



Tri-Cities Airport Landscape Improvements

These options were evaluated by Port staff and commission and the final option is what you see today; one that reflects the materials and colors of the new terminal to create a cohesive design. We worked with a local sign fabricator to illuminate the translucent panels with LED lights to reduce energy costs and maintenance. Professional services included landscape planting, irrigation and signage design, permitting, bidding, and construction administration. Electrical and structural design were provided by Franklin PUD and sign fabricator.

The landscaping project was originally scheduled to be complete in May of 2017. Actual completion was delayed due to the bidding climate and bids coming in higher than anticipated due to high demand and pricing for plant materials. The project was subsequently rebid causing the three month delay. The signage construction was completed on schedule and was bid separately from the landscape and irrigation improvements.

The project stayed within the agreed upon budget for both design and construction.



Tri-Cities Airport Business Park

Tri-Cities Airport Business Center Monument Signage and Landscape Design

Client: Port of Pasco

Address: 1110 Osprey Pointe Blvd., Suite 201, Pasco, WA 99301

Email: gballew@portofpasco.org

Phone: 509-948-3816

Project Manager: Gary Ballew, Director of Economic Development and Marketing

Date(s) of service: November 2016 - August 2017

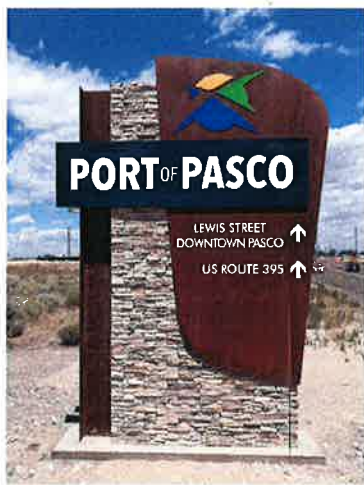
Description of Work Performed: In mid November 2016 we were contracted by the Port of Pasco to provide signage and landscape design for two new wayfinding signs for the Tri-Cities Airport Business park. The project was completed in August of 2017. Work included several conceptual sign designs that were presented to Port staff for review and approval. We then worked with the Port on final material selection, identify what space desired for advertising business in the Business Center, and confirmed final locations. In doing so we worked with the Port to reflect the regional wayfinding signage standards with the shape of the signs and updated Port logos. The end product is a well received sign that reflects the airport character while being unique and visible from the freeway. The landscape improvements included regional, drought tolerant plant materials and water wise irrigation systems. Power was also requested for uplighting the signs and we coordinated with Franklin PUD to provide a metered service for both signs. Professional services included landscape planting, irrigation and signage design, permitting, bidding, and construction administration. Electrical and structural design were provided by the PUD and sign fabricator.

Project design began in November of 2016 and the project was completed on schedule in August of 2017. There were no delays in the design and construction of the signs and landscape improvements.

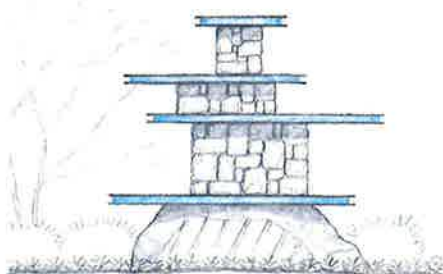
The project stayed within the agreed upon budget for both design and construction.



Big Pasco Preliminary Concept



Big Pasco Gateway Sign



Tehaleh Entry Monument Concept

Big Pasco Gateway Signage Design

Client: Port of Pasco

Address: 1110 Osprey Pointe Blvd., Suite 201, Pasco, WA 99301

Email: gballew@portofpasco.org

Phone: 509-948-3816

Project Manager: Gary Ballew, Director of Economic Development and Marketing

Date(s) of service: November 2016 - May 2018

Description of Work Performed: MacKay Sposito was contracted in November of 2016 to develop a gateway or district sign for the Port's active industrial and future wharf developments. The design process included several concepts that incorporated the Merje wayfinding and signage standards while at the same time reflected the Port's industrial image. However, the Port wanted to include their brand, a stone veneer that matches the Osprey Point building, and more steel to reflect the industrial character of the area. What you'll see is a hybrid of the regional and city gateway signs. Based on final direction from the Port, final designs were developed and the project was bid as a design build construction. Meaning the fabricators provided final structural design, obtained the sign permit through the City of Pasco and constructed the signs. Construction was completed at the end of June 2018. Professional services included landscape planting, irrigation and signage design, permitting, bidding, and construction administration. Structural design was provided by the sign fabricator.

November 2016 - May 2018, the sign construction was delayed by the contractor due to workload issues.

The project stayed within the agreed upon budget for both design and construction.

Tehaleh Entry Gateway Monuments

Client: Newland Communities

Address: 505 South 336th Suite 430, Federal Way, WA 98003

Email: tbraun@newlandco.com

Phone: 253-678-9188

Project Manager: Tammy Braun, Construction Manager

Date(s) of service: January 2018 - to be completed August 2018

Description of Work Performed: In January of 2018 Newland Communities contracted with MacKay Sposito to design two entry monuments into the newly established community. The work included the conceptual design of the entry monuments that reflected the regional character while adhering to wayfinding design standards that were established in 2009. Upon the approval of the conceptual designs MacKay Sposito began the development of construction documents that will be used for permitting and construction. The project is anticipated to be completed on schedule in August of 2018. Professional services included the design of the two wayfinding monuments, electrical and



Yakima River Gateway



Yakima River Gateway



Yakima River Gateway

structural engineering and landscape and irrigation design permitting, bidding, and construction administration.

The project original schedule was to start the design in January 2018 and construction is planned to begin in August of 2018. There have been no delays in the design and construction of the signs and landscape improvements.

The project stayed within the agreed upon budget for both design and construction.

Yakima River Gateway

Client: City of West Richland

Address: 3801 West Van Giesen, West Richland, WA 99353

Email: roscoe@westrichland.org

Phone: 509-967-7105

Contact: Roscoe Slade, PE, Public Works Director

Date(s) of service: October 2015 - November 2017

Description of Work Performed: MacKay Sposito was contracted by the City of West Richland starting in October of 2015 to design a 'Gateway' for the entrance to the city. Improvements included gateway signage, a trailhead, paved paths, non motorized boat launch, an overlook, and park improvements. Signage design was done in conjunction with MMEC Architects and the design implemented preliminary sketches provided by the city to reflect the 'old town' district. The sign was a cast in place concrete design with metal lettering welcoming travelers to the city. The project also required extensive permitting as 200 feet of the existing dike was removed and replaced with a flood wall to accommodate ADA access to the boat launch and for safe crossing of Van Giessen. Professional services included, landscape architecture, civil engineering, public involvement, survey, structural, geotechnical and electrical engineering, and architectural services. The Gateway was completed in November 2017 and was opened to the public.

The Gateway project was originally scheduled to be completed by the summer of 2017. The poor bidding climate and USACE floodwall permitting caused the project to be rebid in the Spring of 2017.

This project was very complicated due to the flood wall design and permitting, lack of bidders during the initial solicitation, and increased schedule duration. The project scope and fees were negotiated at key junctures to accommodate additional services that were requested by the city.

b. References

We are proud of the projects we have been involved in designing and building, and we encourage you to contact the following references. Please refer back to the previous section for a description and time frame of the services provided.

Port of Pasco
Buck Taft, Airport Director
1110 Osprey Pointe Ave
Pasco, WA 99301
bucktaft@portofpasco.org
(509) 727-3091

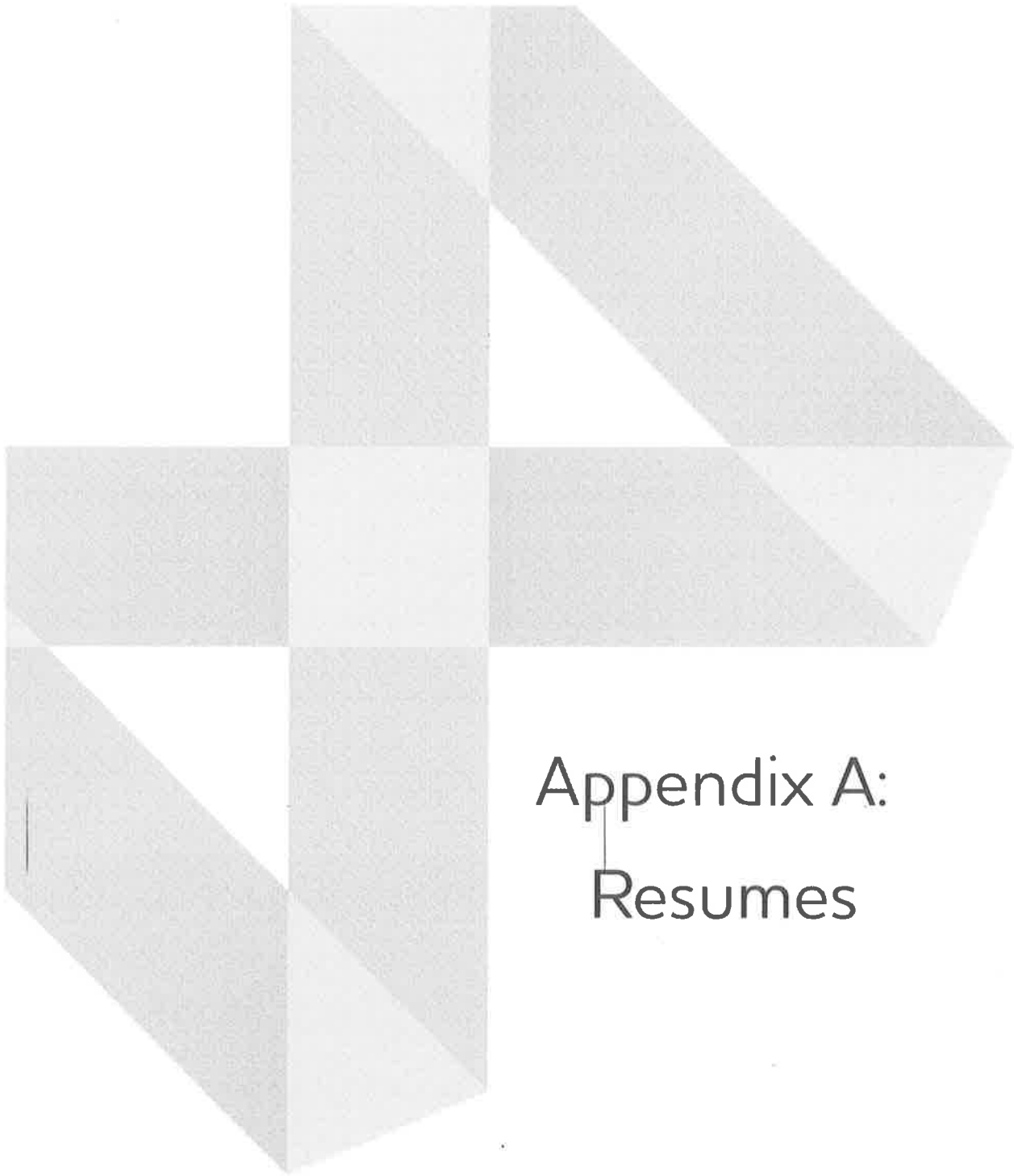
Project: Tri-Cities Airport Entry Signage and Landscape Improvements

Port of Pasco
Gary Ballew, Director of Economic Development & Marketing
1110 Osprey Pointe Ave
Pasco, WA 99301
gballew@portofpasco.org
(509) 948-3816

Project: Big Pasco Gateway Signage Design

Newland Communities
Tammy Braun, Construction Manager
16701 SE McGillivray Blvd, #150
Vancouver, WA 98683
tbraun@newlandco.com
(253) 678-9188

Project: Tehaleh Entry Gateway Monuments



Appendix A: Resumes



BRYAN COLE, PLA
**Project Manager/Director of
Landscape Architecture**

YEARS OF EXPERIENCE: 27

EDUCATION: Bachelor of Arts and
Architecture from the University of
Idaho

LICENSURE/CERTIFICATION:

- » Professional Landscape Architect:
WA, OR, ID
- » Co-Chair, WASLA Advocacy
Committee
- » Member, American Society of
Landscape Architects
- » Member, Council of Landscape
Architecture Registration Board

HOW WILL BRYAN HELP YOU?

Bryan is the Director of Landscape Architecture at MacKay Sposito and brings 27 years of landscape design and project management experience with public agencies. As Project Manager he will be the lead contact for the City, manage the design team, and ensure that the project is implemented on time and on budget. As the manager, he will provide quality control throughout the design and documentation process and will work closely with the City's project manager during this process including permitting and development of bid documents. Bryan will be the lead construction management inspector for the duration of the project and overseeing construction activities.

KEY EXPERIENCE

Wayfinding Signage

- » Yakima River Gateway, City of Richland, WA
- » Tri-Cities Airport Landscape Improvements and Entry Signage
- » Tri-Cities Airport Business Center Monument Signage and Landscape Design
- » Big Pasco Gateway Signage Design
- » Tehaleh Entry Gateway Monuments
- » Southridge Estates Entry Monument Design

Other Local Projects

- » Horn Rapids Industrial Park Master Plan, City of Richland, WA
- » Tri-Cities Business Park Master Plan, Port of Pasco, WA
- » Columbia Point Master Plan, City of Richland, WA
- » Columbia Point Planning Study, City of Richland, WA
- » Bob Olson Parkway Landscape and Irrigation Design, City of Kennewick, WA
- » City of Kennewick Comprehensive Plan Update, City of Kennewick, WA
- » Grandridge Village Landscape and Irrigation Improvements, Kennewick, WA
- » Argent Road Widening, City of Pasco, WA
- » Arc of Tri-Cities Parking Expansion
- » Tierra Vida Multi Family Development Phase I and II, Pasco, WA
- » CBHA Medical Center, Columbia Basin Health Association, Othello, WA
- » Burbank Light Industrial and Business Park Master Plan, Port of Walla Walla, WA
- » Sudsbury Industrial Park Master Plan, Port of Walla Walla, WA





SAM ENGLAND

Landscape Designer

YEARS OF EXPERIENCE: 4

EDUCATION: Bachelor of Science
in Landscape Architecture &
Environmental Planning

LICENSURE/CERTIFICATION:

- » Member of American Society of
Landscape Architects (ASLA)

HOW WILL SAM HELP YOU?

Sam is a Landscape Designer with a broad range of landscape architecture experience. Sam has been the lead designer on all of our recent wayfinding and monument sign projects, he has the experience and the knowledge that sign fabricators need to execute your project. He is experienced in preparing detailed construction plan sets and illustrative presentation exhibits while utilizing other design programs to communicate efficiently with his clients. As a landscape designer, Sam is also very knowledgeable in the design of xeriscapes here in the Tri-Cities. His background makes him familiar with plant and construction materials and irrigation products. Sam has excellent skill sets in graphic design and production drawings. He is detailed oriented which allows him to execute projects successfully while still meeting a critical timeline for a client. Sam will also provide construction inspection services for the duration of the project.

KEY EXPERIENCE

Wayfinding Signage

- » Tri-Cities Airport Landscape Improvements and Entry Signage
- » Tri-Cities Airport Business Center Monument Signage and Landscape Design
- » Big Pasco Gateway Signage Design
- » Tehaleh Entry Gateway Monuments

Other Local Projects

- » Bob Olson Parkway Landscape and Irrigation Design, City of Kennewick, WA
- » Grandridge Village Landscape and Irrigation Improvements, Kennewick, WA
- » Argent Road Widening, City of Pasco, WA
- » Arc of Tri-Cities Parking Expansion
- » Tierra Vida Multi Family Development Phase I and II, Pasco, WA
- » CBHA Medical Center, Columbia Basin Health Association, Othello, WA





RUSS CHRISMAN, PE
Project Engineer

YEARS RELATED EXPERIENCE: 23

EDUCATION: Bachelor of Science in Civil Engineering Technology from Oregon Institute of Technology,

LICENSURE/CERTIFICATION:

» Professional Engineer - WA

HOW WILL RUSS HELP YOU?

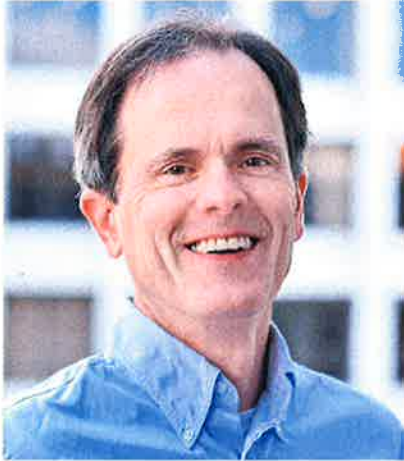
Russ will provide civil engineering design support such as grading and water supply design for irrigation improvements. His experience includes the preparation of construction bid documents for numerous public agencies. This work has included the preparation of project specification and specials that conform to both WSDOT and CSI formats. He also has prepared schedule of values and bid items that conform to public agencies and WSDOT standard bid items. Russ' areas of expertise are: utilities, stormwater, grading, and transportation improvements. Russ' expertise and attention to detail will help ensure that the construction documents are accurate, adhere to City standards, and identify and quantity construction pay items.

KEY EXPERIENCE

Local Projects

- » Grandridge Village Landscape and Irrigation Improvements, Kennewick, WA
- » Tierra Vida Multi Family Development Phase I and II, Pasco, WA
- » Franklin County Jail Expansion, Pasco, WA
- » Columbia Tech Center 685, Vancouver, WA
- » Bob Olson Parkway Landscape and Irrigation Design, City of Kennewick, WA
- » Argent Road Widening, City of Pasco, WA
- » Southridge Development Phases 3 & 4, Ben Kruse, Kennewick, WA
- » Southridge Estates Phase 1, Ben Kruse, Kennewick, WA
- » CBHA Medical Center, Columbia Basin Health Association, Othello, WA
- » Priest Rapids Recreation Area, Grant County PUD No. 2, Grant County, WA
- » Wanapum Dam Upper Boat Launch, Grant County PUD No. 2, Grant County, WA





JACK PINKARD, SE
Principal

YEARS OF EXPERIENCE: 32

EDUCATION:

- » Master of Science in Civil Engineering, University of Idaho
- » Bachelor of Science in Civil Engineering, University of Idaho

LICENSURE/CERTIFICATION:

- » Structural Engineer: WA

HOW WILL JACK HELP YOU?

Jack has been with PCS Structural Solutions since 1986. He has served as Principal in Charge on many of the firm's public agency, signage design, and foundation support projects, including both new and renovated structures. Jack's exposure to many types of projects offers insight into constructability and application of a wide variety of structural materials and systems. He is an internal resource for project management, routinely educating PCS coworkers on his ability to manage a large number of projects at a time, resulting in extremely satisfied clients.

KEY EXPERIENCE

- » Illuminated Gateway Arbors Design and Foundation for Walla Walla Regional Airport
- » Illuminated Grasses Design and Foundation in Palo Alto, California
- » AM/PM Sign Foundations in Washington, Oregon, and California
- » FM Fuel Stop Sign Foundations in Washington and Oregon
- » BP Station Sign Foundations in Washington and Oregon
- » ARCO Sign Foundations in Seattle and Centralia, Washington
- » Bethel School District Sign Foundations in Pierce County, Washington





ZACHARY MCMACKIN, PE
Senior Electrical Engineer

YEARS OF EXPERIENCE: 12

EDUCATION: Bachelor of Science
in Electrical Engineering, Eastern
Washington University

LICENSURE/CERTIFICATION:

» Professional Engineer: WA

HOW WILL ZACHARY HELP YOU?

Zachary a project manager who has over 12 years of experience providing electrical engineering services on a variety of municipal projects. He is responsible for project scoping, project management, analysis and completion of electrical engineering requirements. He has a full understanding of project execution, from inception to construction, for industrial, chemical, and nuclear processing facilities. He is proficient in the design of power distribution systems, process control systems, electrical construction documents, and grounding systems. Zachary is adept in NFPA 70 code and WSDOT Divisions 8 and 9 standards.

KEY EXPERIENCE

- » City of Spokane Combined Sewer Overflow #24 Urban Park, Spokane, WA
- » Tri-Cities Credit Union, Kennewick, WA
- » Kennewick School District Bus Barn Parking, Kennewick, WA
- » Energy Northwest Lighting Control Replacement, Richland, WA
- » Duportail Dental Clinic, Richland, WA
- » Memorial Field Park Improvements, Coeur d'Alene, ID
- » Spokane Riverside Park Water Reclamation Facility, Spokane, WA
- » Wandermere 5th Edition Booster Station, Spokane, WA
- » City of Spokane, Monroe-Lincoln Street Lighting, Spokane, WA
- » City of Spokane, Hazel Creek Storm Retention Pond Pumps, Spokane, WA
- » City of Spokane, Spokane Falls-MLK-Riverside Extension, Spokane, WA
- » City of Spokane, Central Avenue Well, Spokane, WA
- » City of Spokane, Combined Sewer Overflow CSO Tank 12, 24, 33-1, 34-1, I-04, Spokane, WA
- » City of Spokane, Well Sites Conditions Assessment, Spokane, WA

AARON A. DYCK
Survey Manager/Owner

YEARS OF EXPERIENCE: 26

LICENSURE/CERTIFICATION:

» Professional Land Surveyor: WA, OR

HOW WILL AARON HELP YOU?

Aaron will provide field services as needed for each sign location. He has been involved in many topographic surveys and construction staking projects for new roadways and utilities. Aaron has also worked on many city, government, and state construction projects.

KEY EXPERIENCE

- » Ainsworth Overcrossing, City of Pasco, WA
- » Belmont Blvd Extension, West Richland, WA
- » Keene Rd Phase 3A, Richland, WA
- » A ST –LID 145, City of Pasco, WA
- » LID 148, City of Pasco, WA
- » Highway 525, Whidbey Island, WA
- » Trent Bridge, Spokane, WA
- » Monroe St Bridge, Spokane, WA
- » Fairchild AFB, Airways Heights, WA
- » Highway 95, Coeur d'Alene, ID

DEREK C. INGALSBE
PLS Project Manager

YEARS OF EXPERIENCE: 16

EDUCATION: Applied Science degree
in Engineering Technology, Columbia
Basin College

LICENSURE/CERTIFICATION:

» Professional Land Surveyor: WA, OR

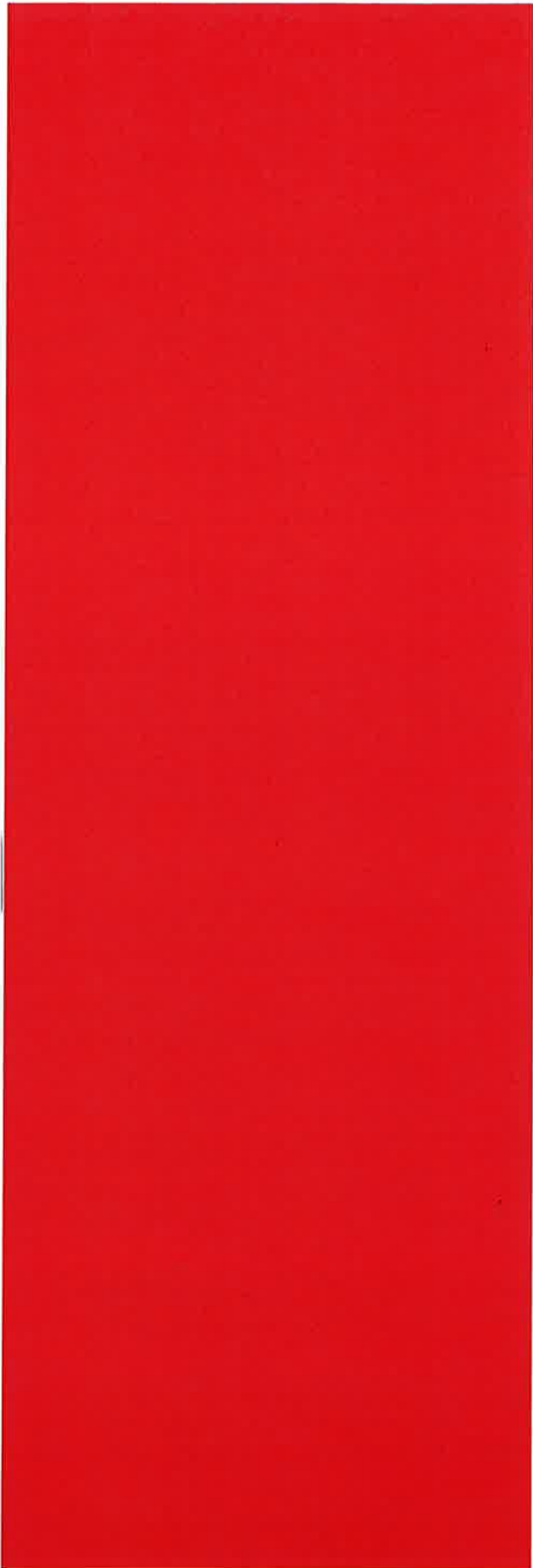
HOW WILL DEREK HELP YOU?

Derek will ensure that the field work is properly processed and will develop all final surveys that will be used for design purposes. He has been involved in many topographic surveys and construction staking projects for new roadways and utilities.

KEY EXPERIENCE

- » Paradise Way Extension, City of West Richland, WA
- » Belmont Rd, City of West Richland, WA
- » Wallowa Lake Hwy Improvements, La Grande, OR
- » SR14 Topography, Plymouth, WA
- » U.S.F.S. Topography, Prairie City, OR
- » Environmental Restoration Disposal Facility, Cells 7-10 (ERDF) U.S. Dept. of Energy
- » George Washington Way Improvements, Richland, WA





MacKay  Sposito

www.mackaysposito.com