



Agenda
City Council Regular Meeting
Wednesday, January 2, 2019
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

- I. Discuss Meeting Agenda Items (15 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:

2. New Hire/Retirements (5 minutes)
 - Cathleen Koch, Administrative Services Director

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

3. Proposed Relinquishment of a Utility Easement at Birch Avenue - Resolution No. 12-19
 - Pete Rogalsky, Public Works 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:

4. Approve the December 18, 2018 City Council Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

5. Ordinance No. 03-19, Amending the 2019 Budget and Capital Improvement Program to include the Lorayne J Water System Consolidation Project
 - Pete Rogalsky, Public Works Director
6. Ordinance No. 04-19, Establishing and Dedicating the Right-of-Way for Henderson Loop and Sullivan Street
 - Pete Rogalsky, Public Works Director

7. Ordinance No. 05-19, Amending Chapter 2.10 of the Richland Municipal Code related to the Utility Advisory Committee
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

8. Ordinance No. 01-19, Amending Chapter 15.20 of the Richland Municipal Code related to Solid Waste Rates
 - Pete Rogalsky, Public Works Director
9. Ordinance No. 02-19, Approving a Zone Change on 6.15 Acres from Agriculture (AG) to Retail Business (C-2)
 - Kerwin Jensen, Community Development Director

Resolutions – Adoption:

10. Resolution No. 04-19, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management
 - Clint Whitney, Energy Services Director
11. Resolution No. 05-19, Providing Notice of City Council's Intent to Determine Lodging Tax Funding Awards and Establishing a 45-Day Comment Period
 - Hollie Logan, Communications & Marketing Manager
12. Resolution No. 06-19, Authorizing a Solid Waste Collection Transition Agreement with Ed's Disposal, Inc. related to the Annexed Lorayne J Properties
 - Pete Rogalsky, Public Works Director
13. Resolution No. 07-19, Authorizing a Pre-Construction Grant Agreement with the Department of Ecology for Stormwater Projects in Meadow Springs, North Richland and the Uptown Shopping Center
 - Pete Rogalsky, Public Works Director
14. Resolution No. 08-19, Authorizing a Financial Assistance Agreement with the Department of Ecology for the Columbia Park Trail - Leslie Treatment Retrofit Project
 - Pete Rogalsky, Public Works Director
15. Resolution No. 09-19, Authorizing a Financial Assistance Agreement with the Department of Ecology for the Columbia Park Trail Stormwater Retrofit Project
 - Pete Rogalsky, Public Works Director
16. Resolution No. 12-19, Authorizing Relinquishment of a Portion of a Utility Easement at 912 / 914 Birch Avenue
 - Pete Rogalsky, Public Works Director
17. Resolution No. 13-19, Authorizing a First Amendment to the Consulting Agreement with Efficiency Solutions, LLC
 - Clint Whitney, Energy Services Director

Items for Approval:

Expenditures - Approval:

18. Expenditures from December 10, 2018 - December 20, 2018 for \$7,735,645.01 including Check Nos. 263406-264005, Wire Nos. 7256-7263, Payroll Check Nos. 141975-142560, and Payroll Wire/ACH Nos. 10764-10785
- Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at 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: 01/02/2019

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: 01/02/2019

Agenda Category: Public Hearing

Subject:

Proposed Relinquishment of a Utility Easement at Birch Avenue - Resolution No. 12-19

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing to receive public comment on the proposed relinquishment of an easement lying within 912 / 914 Birch Avenue.

Please refer to the staff report for Resolution No. 12-19 for more details.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approve the December 18, 2018 City Council Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the City Council Meeting Minutes Held on December 18, 2018

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. 121818 Reg Mtg



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, December 18, 2018

City Council Pre-Meeting Workshop - 6:15 p.m.

Mayor Thompson called the pre-meeting workshop to order at 6:15 p.m. in the City Manager's Conference Room in the City Hall Annex building.

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

1. Executive Session per RCW 42.30.110 (1) (g) Performance Review of Public Employee (45 minutes)

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 6:15 P.M. TO DISCUSS PER RCW 42.30.110 (1) (g) PERFORMANCE REVIEW OF PUBLIC EMPLOYEE FOR 45 MINUTES. THE MOTION CARRIED 7-0.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:00 P.M. THE MOTION CARRIED 7-0.

Joining the meeting were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Finance Director Allen, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Hopkins.

2. Disposition of 840 Northgate Building and Property (Development Services Center) (15 minutes)

Mr. Schiessl said the U.S. Department of Energy is interesting in trading 24 parking spaces that could be used for the new City Hall for the 840 Northgate building. As demolishing the Northgate building costs more than the value of the building, Mr. Schiessl was interested in the offer and needed Council's input. Council advised to continue negotiations with the trade.

Mr. Amundson gave more details concerning Resolution No. 186-18 on the agenda, explaining that he had been working with Martell Properties on the purchase of the Horn Rapids property for some time before the recent assessment of the properties. The decision was made to sell the property at the previous value of the land.

Ms. Reents said the Ben Franklin Transit Board is requesting the two principals from

the City attend their meetings. Mayor Thompson requested that another Councilmember be appointed to attend the meeting instead of himself.

3. Discuss Meeting Agenda Items (15 minutes)

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

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

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

Welcome and Roll Call

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

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Finance Director Allen, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Police Services Director Taylor and City Clerk Hopkins.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

4. Annual Hanford Communities Report (10 minutes)

Ms. Larsen gave the annual Hanford Communities report that included briefings on current Hanford topics, K Basin sludge removal, contract updates, Energy Communities Alliance issues, Heritage Tourism and B Reactor preservation, intergovernmental working groups, and advocacy issues of local concerns.

Council had a question and answer period with Ms. Larsen.

Public Hearing

No public hearings.

Public Comments

City Clerk Hopkins read the Public Comments procedure.

David Brager, 517 Newcomer Street, Richland, WA, gave his views on cannabis.

Brent Martell, 1008 Paddington Lane, Richland, WA, said he would like to complete the purchase of the property in Horn Rapids from the City by the end of the December, but could wait until the end of January, if necessary.

Consent Calendar

City Clerk Hopkins read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS AMENDED BY PULLING ITEM NOS. 15,16, AND 21 TO PLACE UNDER ITEMS OF BUSINESS. THE CARRIED MOTION 7-0.

Minutes

5. Approve the Minutes of the City Council Meeting Held on December 4, 2018

Ordinances - First Reading

6. Ordinance No. 01-19, Amending Richland Municipal Code Section 15.20.020 related to Recycling Rates
7. Ordinance No. 02-19, Approving a Zone Change on 6.15 Acres from Agriculture (AG) to Retail Business (C-2)

Ordinances - Second Reading/Passage

8. Ordinance No. 63-18, Amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers
9. Ordinance No. 67-18, Approving the 2022 Council Compensation Plan
10. Ordinance No. 68-18, Amending Chapter 2.12 of the Richland Municipal Code related to the Library Board
11. Ordinance No. 69-18, Amending Chapter 2.17 of the Richland Municipal Code related to the Arts Commission

Resolutions – Adoption

12. Resolution No. 174-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Fiber Optical Cables

related to Duportail Bridge Project

13. Resolution No. 175-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Electrical Power Lines related to Duportail Bridge Project

14. Resolution No. 176-18, Authorizing an Aquatic Lands Easement with the Washington State Department of Natural Resources for Water Main Pipelines related to the Duportail Bridge Project

15. Resolution No. 177-18, Declaring Surplus Certain Remnant Portions of Lawless Park

Mayor Pro Tem Christensen pulled Item No. 15 from the Consent Calendar to place it under the Items of Business.

16. Resolution No. 178-18, Authorizing a Purchase and Sale Agreement for Surplus Property Formerly Associated with Lawless Park

Mayor Pro Tem Christensen pulled Item No. 16 from the Consent Calendar to place it under the Items of Business.

17. Resolution No. 179-18, Reauthorizing the Purchase and Sale Agreement with River Trails Club, LP

18. Resolution No. 180-18, Awarding Bid to DW Excavating, Inc. for the Sanitary Sewer Lift Station Replacement Project at Keck Boulevard

19. Resolution No. 184-18, Approving a Purchase and Sale Agreement with MK Holdings, LLC

20. Resolution No. 185-18, Terminating Easement No. 51-022179 with the Washington State Department of Natural Resources

21. Resolution No. 186-18, Authorizing a Purchase and Sale Agreement with Martell Properties, LLC

Mayor Pro Tem Christensen pulled Item No. 21 from the Consent Calendar to place it under the Items of Business.

Items for Approval

22. Authorize a Salary Adjustment for the City Manager of 3.25% and a Performance Incentive of \$7,250 for the City Manager

Expenditures - Approval

23. Expenditures from November 26, 2018 - December 7, 2018 for \$13,977,521.05

including Check Nos. 262738-263405, Wire Nos. 7226-7255, Payroll Check Nos. 141444-141974, and Payroll Wire/ACH Nos. 10748-10763

Items of Business

24. Resolution No. 187-18, Authorizing a Ninth Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.

Mr. Schiessl said on March 17, 2015, Council authorized a Purchase and Sale Agreement (Contract No. 54-15) with The Crown Group, Inc. ("Crown") for the sale and development of 650 George Washington Way. Since its execution, the Agreement with Crown has been amended eight times.

On Friday, November 30, 2018, just days before the transaction was scheduled to close, Crown discovered that the property is encumbered by a flowage easement held by the U.S. Army Corps of Engineers ("Corps"). The flowage easement was missed during Crown's initial title review and feasibility period, and was a complete surprise to Crown and the City. The flowage easement is an encumbrance that requires relinquishment in order to make the property marketable and/or viable for development. The City and Crown believe the flowage easement is excess to the Corps needs as the property is located entirely above standard project flood elevation, and that it will be relinquished. However, the relinquishment process takes time based on Corps staff availability and the level of review required by federal law.

Crown is asking for an extension of the closing date to no later than May 5, 2019 to accommodate the relinquishment process. Crown remains committed and deeply invested in the project, and both parties continue to work together in good faith and remain enthusiastic about the Park Place Apartments, which will drive density into Richland's downtown consist with Council's vision.

Ms. Kintzley said the project was ready to close on time with no remaining issues up until the flowage easement held by the U.S. Army Corps of Engineers came up.

Council had a question and answers with Mr. Schiessl.

COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 187-18, AUTHORIZING A NINTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH THE CROWN GROUP, INC. THE MOTION CARRIED 7-0.

25. Resolution No. 177-18, Declaring Surplus Certain Remnant Portions of Lawless Park

Mayor Pro Tem Christensen was concerned that the surplus of property and the sale of said property is on the agenda at the same time. He is concerned that it could look like bad optics. He made assurances that this and all agenda items are extensively researched and reviewed by staff members. He also wanted to know what the property

will be used for.

Mr. Schiessl said it is planned for residential and commercial development.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 177-18, DECLARING SURPLUS CERTAIN REMNANT PORTIONS OF LAWLESS PARK THE MOTION CARRIED 7-0.

26. Resolution No. 178-18, Authorizing a Purchase and Sale Agreement for Surplus Property Formerly Associated with Lawless Park

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 178-18, AUTHORIZING A PURCHASE AND SALE AGREEMENT FOR SURPLUS PROPERTY FORMERLY ASSOCIATED WITH LAWLESS PARK. THE MOTION CARRIED 7-0.

27. Resolution No. 184-18, Approving a Purchase and Sale Agreement with MK Holdings, LLC

Mr. Amundson said he has been working with MK Holdings on the purchase of the sale of the property since June 2013 and, at that time, they established a sale price based on the then current, 2013 assessed value. Another appraisal was conducted on the property in November 2018 and the value of the property increased. He recommends the property be sold to MK Holdings at the 2013 value as that was the negotiated price they agreed on in June. MK Holdings also agreed to grade the property instead of the City.

Council had a question and answer period with Mr. Amundson.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED THE MOTION TO APPROVE RESOLUTION NO. 184-18, APPROVING A PURCHASE AND SALE AGREEMENT WITH MK HOLDINGS, LLC. THE MOTION CARRIED 7-0.

Reports and Comments

City Manager

Ms. Reents noted the next Council meeting is Wednesday, January 2, 2019, as the New Year holiday falls on the regular Council meeting night.

City Council

Councilmember Anderson said Council will be discussing the cannabis issue at the end of January. He praised Ms. Larsen's report on the Hanford Communities.

Mayor Thompson and all of the Councilmembers thanked Ms. Reents and staff for their excellent work and service to the City and express their wishes for all to enjoy a merry

Christmas and a happy New Year.

Adjournment

Mayor Thompson adjourned the meeting at 8:49 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Ordinances - First Reading

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 03-19, Amending the 2019 Budget and Capital Improvement Program to include the Lorayne J Water System Consolidation Project

Department:
Public Works

Ordinance/Resolution Number:
03-19

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 03-19, amending the 2019 budget and Capital Improvement Program to include the Lorayne J Water System Consolidation Project.

Summary:

Since 2015, the City of Richland, Kennewick Irrigation District (KID), and Washington State Department of Health (DOH) have been engaged in planning a solution to poor water quality available to the Lorayne J neighborhood from the neighborhood's water supply wells. The preferred solution is to remove the existing wells from the drinking water supply and replace them with the City's water supply. Activating the preferred solution required that the neighborhood annex into the City, and that a funding package be assembled to support construction of a new pipe network in the neighborhood.

During the 2019 budget preparation, the Lorayne J annexation was not complete, nor was a funding package secured for the new pipe construction. In November of 2018, City Council approved Ordinance No. 51-18 completing the neighborhood's annexation. In December of 2018, a proposed interlocal agreement was negotiated with KID whereby KID will pledge funds to retire debt financing secured by the City for the construction project. Council will consider the proposed interlocal agreement at its second meeting in January.

KID, DOH, and the City anticipate beginning the construction project in 2019. A budget amendment for the 2019 budget is necessary to support the project. The proposed ordinance will create budget authority to proceed with the project.

Fiscal Impact:

The ordinance will increase the Water Fund budget by \$1,842,130. The funding source is a DOH loan with debt service to be provided by the KID. The project and budget increase will have no fiscal impact on Richland's water service rates.

Attachments:

- I. Ordinance No. 03-19

ORDINANCE NO. 03-19

AN ORDINANCE of the City of Richland amending the 2019 Budget to provide for additional appropriations in the City's Water Utility Fund and amending the 2019 - 2024 Capital Improvement Plan.

WHEREAS, on November 20, 2018, the Richland City Council passed Ordinance No. 60-18 approving the 2019 Budget; and

WHEREAS, the Lorayne J subdivision was annexed into the City of Richland in November, 2018; and

WHEREAS, the approved 2019 Water Utility Fund budget did not include funding for the Lorayne J Water System Consolidation project as the annexation of the Lorayne J subdivision was not complete at the time of budget preparation; and

WHEREAS, the Washington State Department of Health (DOH) and the Kennewick Irrigation District (KID) have pledged funds to complete the Lorayne J Water System Consolidation project. Funding agreements with DOH and KID have been negotiated. These agreements will be presented to City Council prior to any expenses being incurred on the project; and

WHEREAS, to support implementation of the Lorayne J Water System Consolidation, the funds provided by DOH must be added to the 2019 budget.

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

Section 1. Amendment of the 2019 Budget. The 2019 Budget is hereby amended to provide for additional appropriations in the Water Utility Fund from a Department of Health loan as follows:

Water Utility Fund

Current Appropriation: \$16,336,354

Increase in Appropriation: \$ 1,842,130

Amended Appropriation: \$18,178,484

Section 2. The 2019 - 2024 Capital Improvement Plan is hereby amended to add the Lorayne J Water System Consolidation project, attached hereto as **Exhibit A**.

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 _____ day of _____, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

Exhibit A to Ordinance No. 03-19

Lorayne J Water System Consolidation

Type of Project Water		Partnership Project?	YES	Project # WA18XXXX
Key # 2	Goal # 1	Strategic Leadership Plan Project?		Revision to Council 1-15-19
PROJECT NAME: Lorayne J Water System Consolidation				
PROJECT ADMINISTRATION: Public Works Administration and Engineering				
PROJECT LOCATION: Lorayne J Subdivision west of Leslie Road between Lorayne J Boulevard and Reata Road				
PROJECT TIMELINE: 2019 - 2020				
RESPONSE TO *GMA LEVEL OF SERVICE? YES				

PROJECT DESCRIPTION

This project will construct a new water distribution system connected to the City's water pipelines in adjacent neighborhoods. The project will also establish new connections between the remaining Kennewick Irrigation District water system and each lot's landscape irrigation system. The new system will include approximately 9,200 LF of 8" PVC watermain, 118 water service connections, fire hydrants, valves, fitting, and water meters in accordance with current City of Richland water system standards.

PROJECT ASSUMPTIONS

The project will be funded by a Department of Health loan. The Kennewick Irrigation District will provide debt service funding to the City so that the project has no financial impact on the City.

BENEFITS

The project will correct a current condition whereby the neighborhood's dedicated water supplies cannot comply with state and federal drinking water standards. The project will ensure that the City residents in this neighborhood have the same water quality as other City residents.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/17	Authorized Budget Remaining in 2018	2019	2020	2021	2022	2023	2024
DESIGN	165,000			165,000					
CONSTRUCTION MANAGEMENT	110,000				110,000				
CONSTRUCTION	1,149,330				1,149,330				
10% CONTINGENCY	105,000				105,000				
OTHER ENG. SERVICES	312,800				312,800				
	-								
TOTAL	\$ 1,842,130	\$ -	\$ -	\$ 165,000	\$ 1,677,130	\$ -	\$ -	\$ -	\$ -
RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/17	Authorized Budget Remaining in 2018	2019	2020	2021	2022	2023	2024
DEPARTMENT OF HEALTH LOAN	1,842,130			165,000	1,677,130				
	-								
	-								
	-								
TOTAL	\$ 1,842,130	\$ -	\$ -	\$ 165,000	\$ 1,677,130	\$ -	\$ -	\$ -	\$ -
OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2019	2020	2021	2022	2023	2024
	-								
	-								
	-								
TOTAL	\$ -	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FOR FINANCE STAFF USE ONLY ALL 2018 PROJECTS MUST HAVE CODING AND IDENTIFIED AS CAPITAL/MAINTENANCE		
DESCRIPTION	2019	CODING
CAPITAL ITEM	165,000	402-410-0006-594509-6403
TOTAL	\$ 165,000	TOTAL MUST EQUAL PROJECT COSTS FOR 2019 ABOVE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Ordinances - First Reading

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 04-19, Establishing and Dedication the Right-of-Way for Henderson Loop and Sullivan Street

Department:
Public Works

Ordinance/Resolution Number:
04-19

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 04-19, establishing and dedicating the right-of-way for Henderson Loop and Sullivan Street.

Summary:

The City is developing the City-owned property in the Horn Rapids Industrial Park. The 2018-2023 Capital Improvement Plan (CIP) includes a program titled Economic Development Road Projects, of which the extension of Henderson Loop was one. The Henderson Loop extension will provide public access and utility infrastructure to enable additional development in the Horn Rapids Business Center.

Construction of the Henderson Loop project was awarded on May 1, 2018. The public street and utility improvements for Henderson Loop and Sullivan Street are complete. Dedication of the newly constructed streets is necessary to establish them as public street right-of-way. This action will be accomplished through proposed Ordinance No. 04-19.

Staff recommends approval of Ordinance No. 04-19 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 04-19

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 04-19

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

WHEREAS, the City of Richland is developing the City-owned property in the Horn Rapids Industrial Park; and

WHEREAS, the 2018 - 2023 Capital Improvement Plan includes a program titled Economic Development Road Projects and includes the extension of Henderson Loop; and

WHEREAS, the Henderson Loop extension will provide public access and utilities infrastructure to enable additional development in the Horn Rapids Business Center; and

WHEREAS, on May 1, 2018, City Council awarded a construction contract for the Henderson Loop West project; and

WHEREAS, the public street and utility improvements for Henderson Loop and Sullivan Street are complete; and

WHEREAS, dedication of the newly constructed street is necessary to establish it as a public street right-of-way; 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 right-of-way legally described in **Exhibit A**, attached hereto, and depicted as Henderson Loop and Sullivan Street in **Exhibits B** and **C**, attached hereto, is hereby ordered to be dedicated as a City street named Henderson 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 _____ day of _____, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

EXHIBIT A

DESCRIPTION FOR HENDERSON LOOP

A 100.00 FOOT WIDE CORRIDOR FOR RIGHT-OF-WAY PURPOSES LYING IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, AND A PORTION OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, SITUATED IN BENTON COUNTY, WASHINGTON, SAID RIGHT-OF-WAY BEING 50.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

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 SOUTH $35^{\circ}06'28''$ WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 402.95 FEET; THENCE NORTH $54^{\circ}53'32''$ WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID LOGSTON BOULEVARD AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH $54^{\circ}53'32''$ WEST FOR A DISTANCE OF 508.71 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $58^{\circ}39'41''$ HAVING A RADIUS OF 320.03 FEET, AN ARC LENGTH OF 327.66 FEET; THENCE SOUTH $66^{\circ}26'47''$ WEST FOR A DISTANCE OF 2.53 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $58^{\circ}39'33''$ HAVING A RADIUS OF 300.03 FEET, AN ARC LENGTH OF 307.17 FEET; THENCE NORTH $54^{\circ}53'40''$ WEST FOR A DISTANCE OF 748.74 FEET TO A POINT HEREAFTER KNOWN AS **POINT "A"**; THENCE CONTINUING NORTH $54^{\circ}53'40''$ WEST FOR A DISTANCE OF 150.01 FEET TO THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID PROPOSED RIGHT-OF-WAY SHALL EXTEND OR FORESHORTEN TO TERMINATE OR CONNECT TO THE EXISTING RIGHT-OF-WAY, KNOWN AS LOGSTON BOULEVARD.

EXCEPT ANY PORTION OF THAT PARCEL AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2007-022019, RECORDS OF BENTON COUNTY, WASHINGTON.

AND EXCEPT ANY PORTION OF THAT PARCEL AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2007-038884, RECORDS OF BENTON COUNTY, WASHINGTON.

AND EXCEPT ANY PORTION OF THAT PARCEL AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2007-017219, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH: A 80.00 FOOT WIDE CORRIDOR FOR RIGHT-OF-WAY PURPOSES LYING IN A PORTION OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, SITUATED IN BENTON COUNTY, WASHINGTON, SAID RIGHT-OF-WAY BEING 40.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID **POINT "A"**; THENCE NORTH $35^{\circ}06'28''$ EAST FOR A DISTANCE OF 652.74 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ROBERTSON DRIVE HEREAFTER KNOWN AS **POINT "B"** AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID PROPOSED RIGHT-OF-WAY SHALL EXTEND OR FORESHORTEN TO TERMINATE OR CONNECT TO THE EXISTING RIGHT-OF-WAY, KNOWN AS ROBERTSON DRIVE.

TOGETHER WITH: BEGINNING AT SAID **POINT "A"**; THENCE SOUTH 54°53'40" EAST ALONG THE CENTERLINE OF SAID HENDERSON LOOP FOR A DISTANCE OF 90.00 FEET; THENCE NORTH 35°06'20" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID HENDERSON LOOP AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 54°53'40" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SULLIVAN STREET; THENCE NORTH 35°06'28" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE HAVING A RADIAL BEARING OF SOUTH 54°53'32" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 78.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'08" TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: BEGINNING AT SAID **POINT "A"**; THENCE NORTH 54°53'40" WEST ALONG THE CENTERLINE OF SAID HENDERSON LOOP FOR A DISTANCE OF 90.00 FEET; THENCE NORTH 35°06'20" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID HENDERSON LOOP AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 54°53'40" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SULLIVAN STREET; THENCE NORTH 35°06'28" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE HAVING A RADIAL BEARING OF NORTH 54°53'32" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 78.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'52" TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: BEGINNING AT SAID **POINT "B"**; THENCE SOUTH 54°53'28" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 54°53'28" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE HAVING A RADIAL BEARING OF SOUTH 35°06'32" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 78.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'04" TO POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SULLIVAN STREET; THENCE NORTH 35°06'28" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

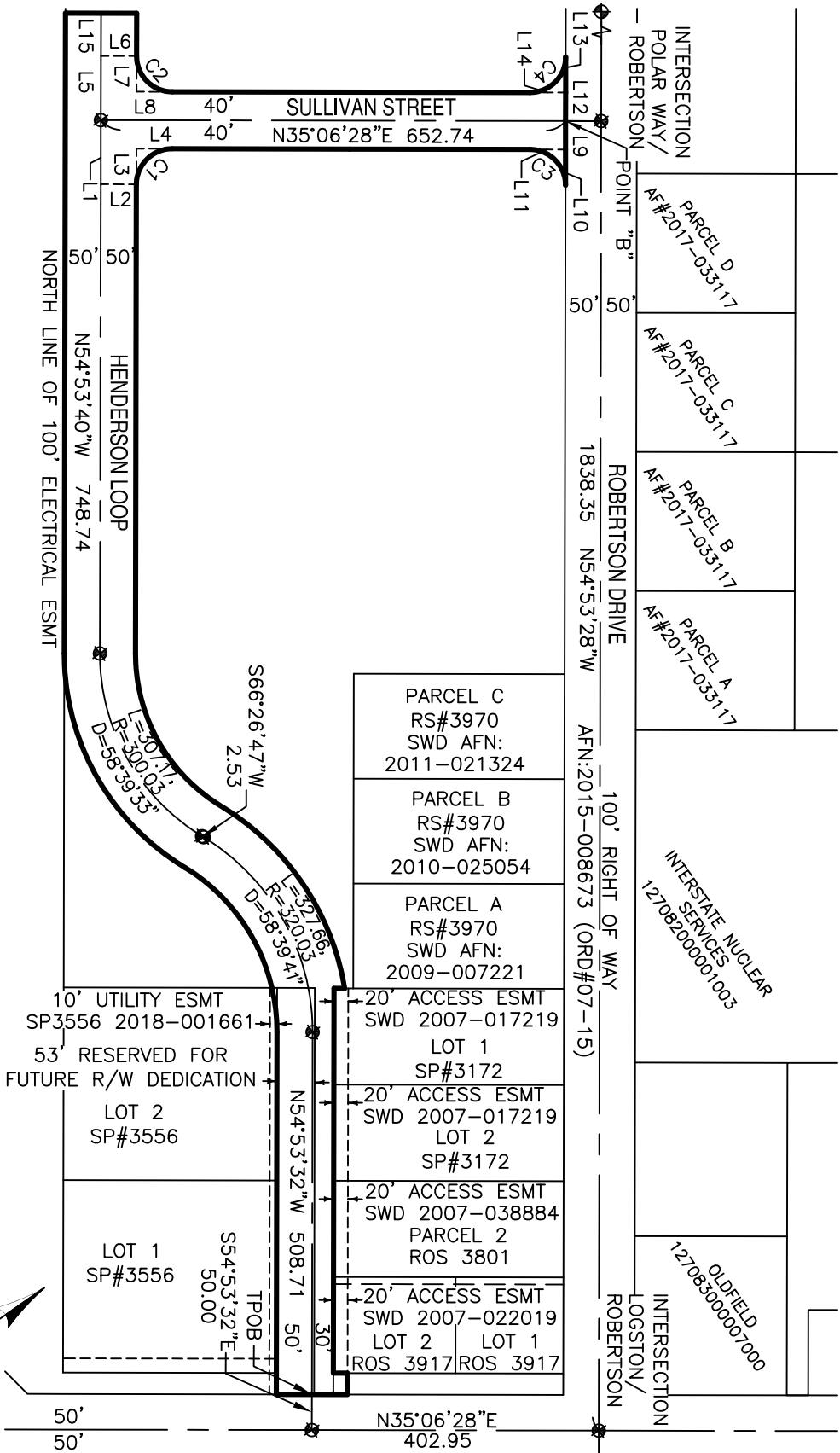
TOGETHER WITH: BEGINNING AT SAID **POINT "B"**; THENCE NORTH 54°53'28" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 54°53'28" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE HAVING A RADIAL BEARING OF SOUTH 35°06'32" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY A

DISTANCE OF 78.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}59'56''$ TO POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SULLIVAN STREET; THENCE NORTH $35^{\circ}06'28''$ EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

18-132

HENDERSON LOOP EXTENSION EXHIBIT "B"



PERMIT SURVEYING NC

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

CITY OF RICHLAND

MAP TO ACCOMPANY LEGAL DESCRIPTION

RICHLAND 12/16/2018 WASHINGTON

JOB#17159 (1 OF 2)

N.T.S.

HENDERSON LOOP EXTENSION EXHIBIT "C"

Line Table		
Line #	Length	Direction
L1	90.00	N54°53'40"W
L2	50.00	N35°06'20"E
L3	50.00	N54°53'40"W
L4	50.00	N35°06'28"E
L5	90.00	N54°53'40"W
L6	50.00	N35°06'20"E
L7	50.00	S54°53'40"E
L8	50.00	N35°06'28"E
L9	40.00	S54°53'28"E
L10	50.00	S54°53'28"E
L11	50.00	S35°06'28"W
L12	40.00	S54°53'28"E
L13	50.00	S54°53'28"E
L14	50.00	S35°06'28"W
L15	60.01	N54°53'40"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	78.54	50.00	90°00'08"	S09°53'36"E	70.71
C2	78.54	50.00	89°59'52"	N80°06'24"E	70.71
C3	78.54	50.00	90°00'04"	S80°06'30"W	70.71
C4	78.54	50.00	89°59'56"	N09°53'30"W	70.71



JOB#17159

(2 OF 2)

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CITY OF RICHLAND
MAP TO ACCOMPANY LEGAL DESCRIPTION
RICHLAND 12/16/2018 WASHINGTON



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 05-19, Amending Chapter 2.10 of the Richland Municipal Code related to the Utility Advisory Committee

Department:
City Attorney

Ordinance/Resolution Number:
05-19

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 05-19, amending Chapter 2.10 of the Richland Municipal Code related to the Utility Advisory Committee.

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. 05-19 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.10 RMC concerning the Utility Advisory 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. 05-19 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 05-19

ORDINANCE NO. 05-19

AN ORDINANCE of the City of Richland amending Chapter 2.10 of the Richland Municipal Code related to the Utility Advisory Committee.

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 2.10, entitled Utility Advisory Committee, as first enacted by Ordinance No. 57-77, and last amended by Ordinance No. 14-03, is hereby amended as follows:

Chapter 2.10 UTILITY ADVISORY COMMITTEE

Sections:

2.10.005 Purpose.

2.10.010 Utility advisory committee created – Membership.

~~**2.10.020 Removal – Vacancies.**~~

~~**2.10.030 Meetings, officers, records and quorum.**~~

~~**2.10.040 Duties of the committee.**~~

~~**2.10.050 Severability Expenditures – Budget.**~~

~~**2.10.060 Staff assistance.**~~

2.10.005 Purpose.

The purpose and intent of this chapter is to make available to the city council additional expertise relative to the operation and management policies of city-owned utilities, specifically the electric, water, sewer, ~~and~~ solid waste, stormwater and ambulance utilities and to policies associated with other utilities in the city. The utility advisory committee, herein created, shall not supplant administrative input to the city council, but shall complement staff input through utilization and application of the special expertise possessed by its members. It is not the purpose nor the intent of this chapter to in any way interfere with the administrative staff functions involving the day-to-day operation of the city utilities except insofar as policy decisions by the city council may have a direct or indirect bearing on the day-to-day operations of the utilities.

2.10.010 Utility advisory committee created – Membership.

There is created within the city of Richland a utility advisory committee, to be composed of seven members appointed by the city council. Members shall serve for staggered three-year terms and until their successors are appointed and confirmed.

~~The members of the committee shall be selected without regard to political affiliation and shall serve without compensation.~~ Members of the committee may be broadly representative of the community; provided, however, that in making appointments to the committee, the city council shall consider any expertise the potential appointee may have with regard to the subject of utility operation and management; provided further, that at any one time there shall be at least one member of the committee possessing skill and expertise in the area of utility operation and capital improvement financing. ~~Selection of members shall follow established procedures as set forth in RMC 2.04.120.~~

2.10.020 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 by the committee. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Workshops shall be excluded from the definition of “meetings” for purposes of this section. Vacancies shall be filled in the manner used for regular appointments to the committee.~~

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

~~A. The committee shall elect its own chairperson and vice chairperson and create and fill such other offices it may determine it requires.~~ The committee shall hold regular meetings at least once during each quarter of each calendar year. ~~It shall adopt rules for transaction of business, and it shall keep a record of its meetings, resolutions, transactions, findings and determinations, which records shall be open to public inspection.~~

~~B. Four members of the committee shall constitute a quorum for the transaction of business.~~

2.10.040 Duties ~~of the committee~~.

The committee shall perform the following duties:

A. The committee shall serve as an advisor to the city council relative to policy and planning for the managing, financing and operation of the utilities owned and operated by the city of Richland.

B. The committee shall advise the city council on all matters relating to utility system expansion, extension, additions and betterments.

C. The committee shall advise the city council on all matters relating to the incurring of indebtedness for or by city-owned utilities and the issuance of utility bonds.

D. The committee shall advise the city council relative to rates and charges for utility services and shall, when authorized by the city council, conduct surveys, analyses, studies and reports relating to city-owned utilities.

E. The committee shall perform such other duties and provide such additional advice and assistance to the city council as the city council may request or direct.

F. The committee shall advise the city council on policies related to utilities not owned by the city.

2.10.050 Severability. ~~Expenditures — Budget.~~

~~The expenditures of the committee, exclusive of donations, shall be limited to appropriations made to the various utility departments of the city of Richland by the city council for the utility advisory committee function. The services and facilities of the various utility departments of the city, as approved by the city manager, shall be utilized by the committee in performing its duties, except that services of outside consultants may be obtained for a temporary period of time when authorized by the city council. All services requiring appropriations shall be submitted through the budgets of the various utility departments within the city.~~ 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.

2.10.060 Staff assistance.

~~The staff of the various utility departments of the city, as assigned by the city manager, shall provide staff assistance and shall also serve to facilitate communications by the utility advisory committee to the city council. The committee and its members shall deal with employees of the various utility departments and city-employed consultants, contractors, customers and other city staff only through the city manager or administrative staff assigned by the city manager.~~

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 January, 2019.

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: 01/02/2019

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 01-19, Amending Chapter 15.20 of the Richland Municipal Code related to Solid Waste Rates

Department:
Public Works

Ordinance/Resolution Number:
01-19

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 01-19, amending Chapter 15.20 of the Richland Municipal Code related to Solid Waste Rates.

Summary:

The City Solid Waste Utility offers a variety of elective recycling collection services. To support those services, the City contracts the processing and marketing of the collected recyclable materials through a local vendor. The City has renewed its contract in the past two years, and believes it reflects the best value available as defined by the competitive pricing process. The costs of material processing and marketing have, nonetheless, increased dramatically over the past twelve to eighteen months.

At its July 10, 2018 meeting, the Utility Advisory Committee (UAC) was presented with data illustrating a significant processing cost increase for recycled materials. In keeping with City utility rate-setting policies, the UAC signaled its preference to address the rising recycling costs by increasing rates for these elective services. This issue was then presented to the City Council at its August 28 workshop meeting. Council indicated its support for an incremental increase in recycling service rates. At the November 12, 2018 UAC meeting, the Committee considered detailed rate model data, and adopted a recommendation that Council increase recycling service rates to partially offset the increased costs of recycled material processing.

Staff completed an analysis of revenue requirements for the recycling services. To recover the full incremental cost of these services, rate increases are needed. For a residential curbside recycling customer, the necessary rate increase will be \$1.84 per month. Staff and the UAC are recommending a two-year program to achieve these rate increases. Staff is further recommending that the UAC review additional data in 2019 to re-calibrate, if necessary, the recommended second incremental increase.

Ordinance No. 01-19 would implement the staff and UAC recommendation, with the rate increases realized on the February 2019 utility bills. The rate increase for a residential curbside customer will be \$0.90 per month.

Fiscal Impact: If customer participation remains the same, the proposed rate increase will generate approximately \$88,000 annually in new revenue to support the recycling program.

Attachments:

- I. Ordinance No. 01-19

ORDINANCE NO. 01-19

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 15.20.020 related to schedule for service charges.

WHEREAS, the City of Richland's Solid Waste Utility offers recycling services to residential and commercial customers; and

WHEREAS, the City provides for the collection of recyclable materials, and contracts with a third party for processing and marketing of the collected materials; and

WHEREAS, the recycled material processing industry is international in nature and subject to global policy decisions; and

WHEREAS, in 2018, the City absorbed significantly higher costs for processing and reuse of its recyclable materials due to changes in international material processing policies; and

WHEREAS, the City's utility rate setting policies direct that rates reflect the cost of service for each customer class and service; and

WHEREAS, current recycling rates do not cover the cost of providing recycling services; and

WHEREAS, at its November 13, 2018 meeting, the Utility Advisory Committee (UAC) reviewed staff's analysis and recommendation regarding a proposed rate action. The UAC concluded its review with a motion to support staff's recommendation to increase recycling service rates; and

WHEREAS, the City has a practice of enacting large rate increases in phases over time; and

WHEREAS, the proposed rate increases, by percentage, are higher than ten percent (10%). In order to remain consistent with the practice of enacting large rate increases in phases over time, the increase to recycling service rates approved by this Ordinance No. 01-19 will leave rates below the level of full cost recovery until such time as material processing costs decline or until a second rate increase is adopted.

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

Section 1. Richland Municipal Code Section 15.20.020, titled Schedule for service charges, as enacted by Ordinance No. 79, and last amended by Ordinance No. 50-17, is hereby amended to read as follows:

15.20.020 Schedule for service charges.

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

Residential requests for call back or returns by solid waste personnel to empty containers which had cars parked too close to a container; were not at curbside and in street by 6:00 a.m.; were packed in such a way that refuse would not exit the container when tipped; or to pick up additional refuse will be charged a call back fee.

MONTHLY RESIDENTIAL SOLID WASTE RATES

	Monthly Rate	Residential Call Back
Basic Refuse Service	\$17.50	\$12.00
Refuse – No Yard Waste	16.65	12.00
Recycling – Optional Additional Fee	5.70 <u>6.60</u>	12.00
Additional Refuse Container Fee	8.15	N/A
Additional Yard Waste or Recycling Container	2.00	N/A

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

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

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

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

Extra curbside garbage service is available upon request. Extra waste shall be bagged or bundled as described in RMC 15.08.140 and placed at the curb on the customer's normal collection day. A charge of \$3.00 will be applied for each additional garbage can load.

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

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

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

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

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

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

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

All drop box containers that are overloaded, blocked or not ready to haul when the scheduled service arrives will be charged \$45.00 for the additional service attempt.

F. Commercial. With the exception of large accounts covered by special contract, the refuse charge for commercial accounts will be at the rates indicated in the following schedules.

In the Uptown and Parkway shopping centers, the commercial refuse charge will be billed according to the table below for the classification of business occupying the parcel/rental space. The owner of record per the Benton County auditor's office will be billed when multiple tenants occupy one parcel. On parcels with one tenant, refuse will be billed to the active utility account for that tenant. When these parcels are vacant, the utility charges will revert to the owner/landlord account. Abeyance is not allowed for vacant status due to the container being shared and still needing service on a regular basis. Review and adjustment of charges will be available annually to keep the customer accounts current with the classification of businesses in each space.

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

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

Commercial customers who overload the provided refuse container will be charged a \$15.00 per yard charge for the extra refuse. Repeated incidents of this situation will subject the customer to a review of their service by the director and a possible requirement to increase container size or collection frequency.

COMMERCIAL COLLECTION RATES

Container Size	Collection Frequency per Week					Unscheduled Pickup	Commercial Call Back	Container Size Change Fee
	1X	2X	3X	4X	5X			
100 gallon	\$19.60	\$39.20	\$58.85	\$78.45	\$98.05	\$18.85	\$26.00	\$50.00
1 yard – 300 gallon	54.10	108.10	162.15	216.05	270.15	50.90	26.00	50.00
2 yard	82.80	165.65	248.45	331.25	414.05	50.90	26.00	50.00
4 yard	145.00	290.00	435.00	579.90	724.90	48.10	26.00	50.00
5 yard	168.80	337.70	506.60	675.40	844.25	58.30	26.00	50.00
6 yard	192.75	385.50	578.15	770.85	963.55	68.35	26.00	50.00
8 yard	221.75	443.50	665.25	887.00	1,108.75	88.40	26.00	50.00
Commercial cardboard recycling	40.30 <u>51.80</u>	80.55 <u>103.50</u>	120.80 <u>189.70</u>	160.95 <u>206.80</u>	201.25 <u>316.00</u>	24.35	26.00	50.00

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

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

COMMERCIAL RECYCLING RATES

Container Size	EOW* Service	Weekly Service	Unscheduled Pickup
96 Gallon	\$5.70 <u>\$6.60</u>		
300 Gallon	13.90 <u>16.10</u>		
96 and 300 Gallon – Call Back	12.00		
4 Yard		\$116.45 <u>\$135.20</u>	\$26.90
6 Yard		148.10 <u>172.00</u>	34.20
8 Yard		179.75 <u>208.70</u>	41.50

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

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

SELF-HAUL TO RICHLAND LANDFILL – RESIDENTIAL

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

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

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

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

SELF-HAUL TO RICHLAND LANDFILL – COMMERCIAL

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

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

K. All users of the disposal site will receive a receipt for their charges. Requests for production of the signed receipts or scale tickets will be subject to an administrative fee.

Section 2. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland. Billing rate changes shall apply to services rendered after the effective date and billed in the first utility bill of February, 2019.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: January 6, 2019



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 3 - Economic Vitality

Subject:

Ordinance No. 02-19, Approving a Zone Change on 6.15 Acres from Agriculture (AG) to Retail Business (C-2)

Department:

Community Development Services

Ordinance/Resolution Number:

02-19

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 02-19, approving the zone change on 6.15 acres from Agriculture (AG) to Retail Business (C-2).

Summary:

Randall Crosby, owner of 875 Tulip Lane, has applied to rezone four (4) adjacent parcels totaling approximately 6.15 acres from AG (Agriculture) to C-2 (Retail Business).

A properly noticed public hearing was held by the Hearing Examiner on November 5, 2018. The Hearing Examiner issued a report recommending City Council approve the rezone request.

Staff recommends approval of Ordinance No. 02-19 for second reading and passage.

Fiscal Impact:

Rezoning the property to a commercial zoning designation will result in added tax revenue being generated by the City as a result of additional sales tax generated.

Attachments:

1. Ordinance No. 02-19
2. Tulip Lane Rezone Recommendation to City Council, November 2018
3. Staff Report - Tulip Lane

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 02-19

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the zoning on 6.15 acres from Agriculture (AG) to Retail Business (C-2); said property being located at 875 Tulip Lane, and adopting the findings and conclusions of the Hearing Examiner as the findings and conclusions of the Richland City Council.

WHEREAS, on November 5, 2018, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from Randall Crosby to change the zoning of the property hereafter described in Section 2 and located at 875 Tulip Lane; and

WHEREAS, on November 29, 2018, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, the Richland City Council has considered the record created at the November 5, 2018 public hearing, and has considered the written recommendation of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Retail Business (C-2) when consideration is given to the interest of the general public.

Section 2. Said property, as depicted in **Exhibit A**, attached hereto, is more particularly described as follows:

BADGER HEIGHTS SUBDIVISION, BLOCK 1, LOT 9 LESS ROW, BLOCK 2 LOTS 5, 12 & 19 LESS ROW, LOCATED WITHIN SECTION 22 OF TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBERS 12298202000-1009, 2005, 2012 & 2013

Section 3. Such property is rezoned from Agriculture (AG) to Retail Business (C-2).

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are amended by amending Sectional Map No. 16, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended zoning map, duly certified by the Clerk as a true copy.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: January 6, 2019

EXHIBIT A
MAP OF REZONE AREA

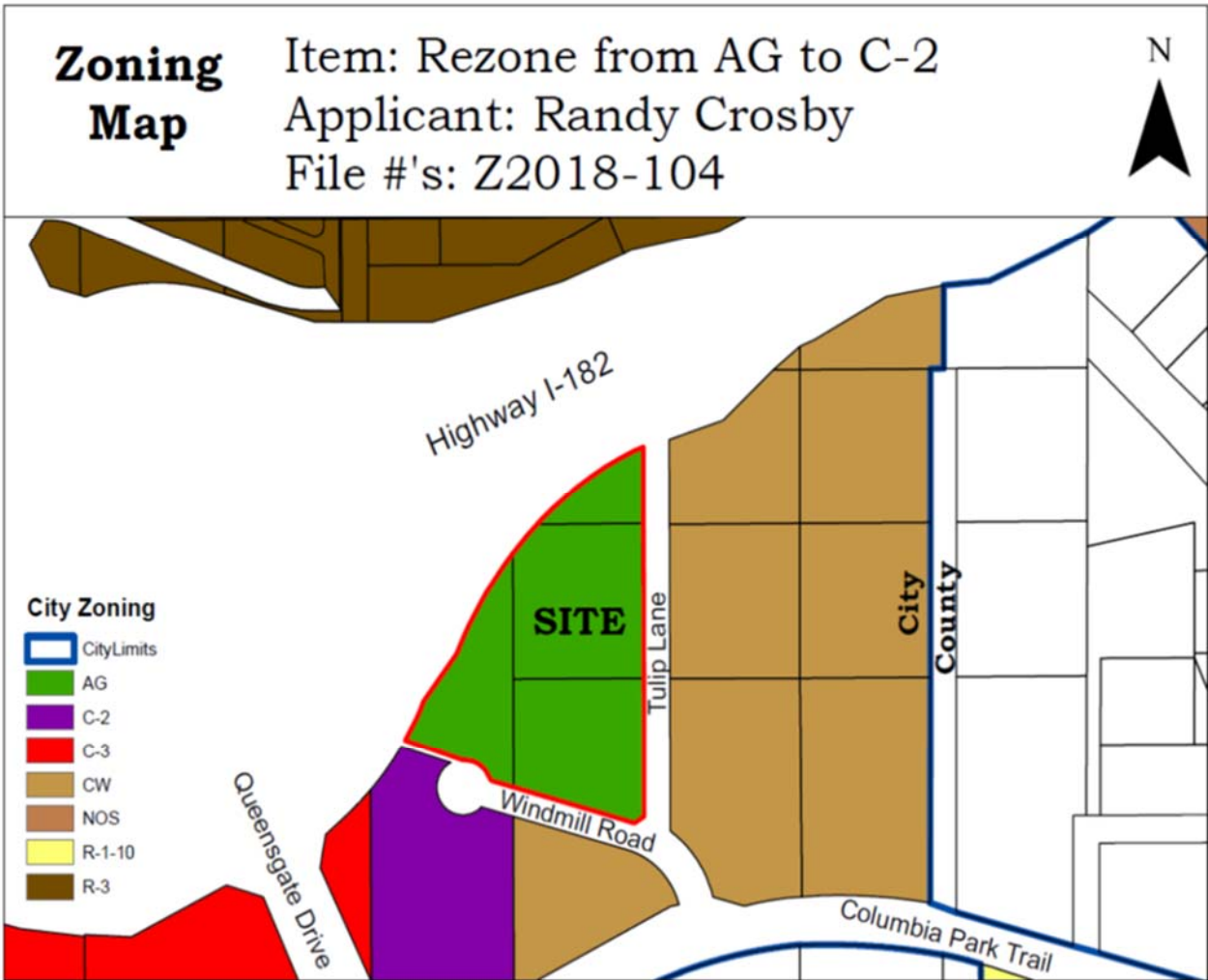
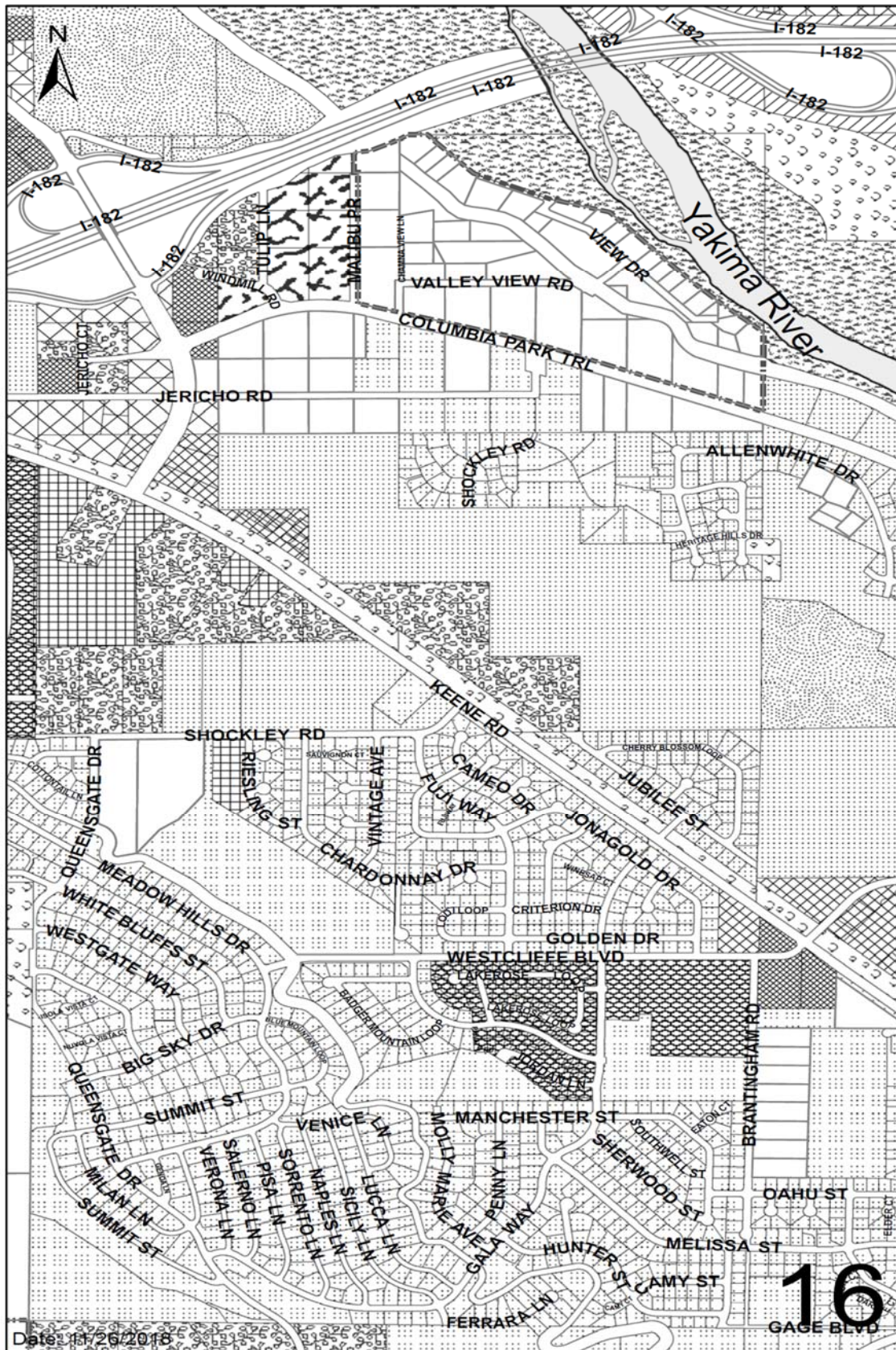


EXHIBIT B
OFFICIAL ZONING MAP



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

Regarding the Application to **Rezone**)
four adjacent parcels totaling 6.15 acres)
in the southeast corner of the Queensgate)
Drive and Interstate 182 interchange,)
generally north of Windmill Road and)
west of Tulip Lane, from AG)
(Agriculture) to C-2 (Retail Business),)
General Business), submitted by the)
property owner(s))

File No. Z2018-104

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

RANDALL CROSBY,)
Applicant,)

I. SUMMARY OF RECOMMENDATION.

The Staff Report and testimony provided at the public hearing demonstrates that the requested rezone merits approval. The site is the last remaining “Agricultural” zoned ‘island’ located in the southeast corner of the Queensgate Drive/Interstate 182 interchange. The four parcels addressed in this application are already designated as suitable for Commercial land uses in the City’s Comprehensive Plan, and all other properties in the immediate vicinity that are served by the same local road network have already been reassigned zoning other than AG. (See Figure 2 on page 4 of the Staff Report). The site is now developed with a winery and vineyard. The Tagaris, Barnard Griffin and Bookwalter wineries are located just across Tulip Lane from the site of this requested rezone. The existing zoning assigned to the site is not consistent with the Comprehensive Plan, nor is it consistent with development patterns and readily accessible urban infrastructure surrounding the property. Based on the Record, the undersigned Examiner recommends APPROVAL by the Richland City Council.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: TULIP LANE (CROSBY)
REZONE APPLICATION TO REZONE A 6+ ACRE
SITE FROM AG (AGRICULTURE) TO C-2(RETAIL
BUSINESS), FILE NO. Z2018-104**

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

II. BACKGROUND and APPLICABLE LAW.

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

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

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

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

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: TULIP LANE (CROSBY)
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III. QUESTIONS PRESENTED.

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

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

Short Answer: Yes. The site is now deemed suitable for Commercial uses in the City's Comprehensive Plan. The properties at issue are already developed with a winery and vineyard, and the Tagaris, Barnard Griffin and Bookwalter wineries are located just across Tulip Lane from the site. The existing zoning assigned to the site is not consistent with the Comprehensive Plan, nor is it consistent with development patterns and readily accessible urban infrastructure surrounding the property.

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

Short Answer: Yes.

IV. RECORD.

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

Hearing Testimony: City staff, through its Planning Manager, Mike Stevens, and the applicant's representative, Bryan Cole, presented testimony under oath at the duly noticed public hearing for the underlying application. No one spoke at the hearing to oppose the rezone, but one written comment expressed concern about a potential LID that might be considered to serve surrounding properties. The comment does not provide a legal basis to deny or delay the requested rezone, and any future local improvement district proposal for road improvements, upgraded utility services, or the like – if it ever materialized – would entail extensive public notices and opportunities for affected property owners to comment upon, oppose, or support such item.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: TULIP LANE (CROSBY)
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RICHLAND, WASHINGTON 99352

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

1. Application Form;
2. Commercial Zoning District code provisions, RMC Chapter 23.22;
3. Public Notice and Affidavits confirming same;
4. Site photos; and
5. Written public comments.

The Examiner has visited the road network and vicinity of the proposed rezone many times over the last several years, for recreation, and in connection with other development proposals in the immediate area. The Examiner is fully advised on matters at issue herein, including without limitation applicable law, application materials, and relevant comprehensive plan provisions.

V. FINDINGS OF FACT.

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

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

2. Following receipt of the pending application, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter.

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

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: TULIP LANE (CROSBY)
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800(6)(c).

4. The requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial uses.

5. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. It allows for commercial uses to operate on a site with easy access to and from the Queensgate Drive/Interstate 182 interchange. The area was annexed into the City in 2012, and has experienced significant growth and development on previously vacant tracts of land along or near Queensgate Drive and Columbia Park Trail. Few properties in the City so obviously achieve transportation concurrency goals, given the rezoned site's easy access to an interstate highway, a park & ride lot on an adjacent parcel, and development regulations that would require review and appropriate roadway improvements funded by applicants depending on the nature of any future site specific development proposals.

6. The Staff Report includes a number of specific findings and explanations that establish how the underlying application satisfies provisions of applicable law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all statements of fact and proposed Findings contained in the Staff Report are incorporated herein by reference as Findings of Fact of the undersigned-hearing examiner.

VI. CONCLUSIONS.

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

1. The applicant has met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan.

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

3. The Staff Report and testimony in the record demonstrate that the proposed rezone will designate the property "commercial" allowing for appropriate infill on properties that will be able to take advantage of the City's existing infrastructure network, where potential new commercial uses can conveniently serve the needs of surrounding neighborhoods and workplaces, particularly given the rezoned site's highly-visible and easily accessible location, fronting Interstate 182 to the north with available connections via Tulip Lane and

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: TULIP LANE (CROSBY)
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1 Windmill Road onto Columbia Park Trail that connects with Queensgate Drive near its
2 interchange with the interstate highway.

3 4. The Examiner finds and concludes that the facts summarized in this
4 Recommendation and in the Staff Report are consistent with and in furtherance of several
5 goals and policies in the City's Comprehensive Plan, including without limitation Land Use
6 Goal 1 (encourages planned growth in UGA, promotes compatible land uses, facilitating
7 infill developments); LU Goal 2 (promotes sustainable land uses that will take advantage of
8 existing infrastructure network); and LU Goal 5 (promotes connectivity and location of
9 commercial uses that conveniently serve the needs of residential neighborhoods and
10 workplaces).

11 5. The rezoned site will not be materially detrimental to uses or property in the
12 immediate vicinity of the subject property because any redevelopment must conform to
13 existing city development regulations, similar to those that would apply to redevelopment
14 proposed on neighboring properties in the area.

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

17 7. There is no credible, legal or factual basis to delay or deny the requested rezone, which
18 will bring the site into alignment with the City's Comprehensive Plan designation for the
19 area.

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

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

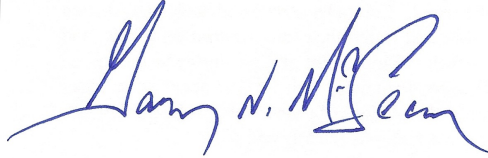
25 **FINDINGS OF FACT, CONCLUSIONS AND**
26 **RECOMMENDATION RE: TULIP LANE (CROSBY)**
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1 **VII. RECOMMENDATION.**

2 Based upon the preceding Findings and Conclusions, the Hearing Examiner
3 recommends that the Tulip Lane/Crosby application to rezone a 6.15-acre site [assigned
4 File No. Z2018-104], generally located at 875 Tulip Lane, from AG (Agriculture) to C-2
5 (Retail Business), should be **APPROVED**.

6 ISSUED this 29th Day of November, 2018

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10 Gary N. McLean
11 Hearing Examiner
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25 **FINDINGS OF FACT, CONCLUSIONS AND**
26 **RECOMMENDATION RE: TULIP LANE (CROSBY)**
REZONE APPLICATION TO REZONE A 6+ ACRE
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**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: Tulip Rezone

LOCATION: 875 Tulip Lane

APPLICANT: Randall Crosby

FILE NO.: Z2018-104

DESCRIPTION: Request to change zoning on 6.15 acres from AG (Agriculture) to C-2 (Retail Business)

PROJECT TYPE: Type 3 Site-specific rezone

HEARING DATE: November 5, 2018

REPORT BY: Mike Stevens, Planning Manager

RECOMMENDED ACTION: Approval without a property use and development agreement

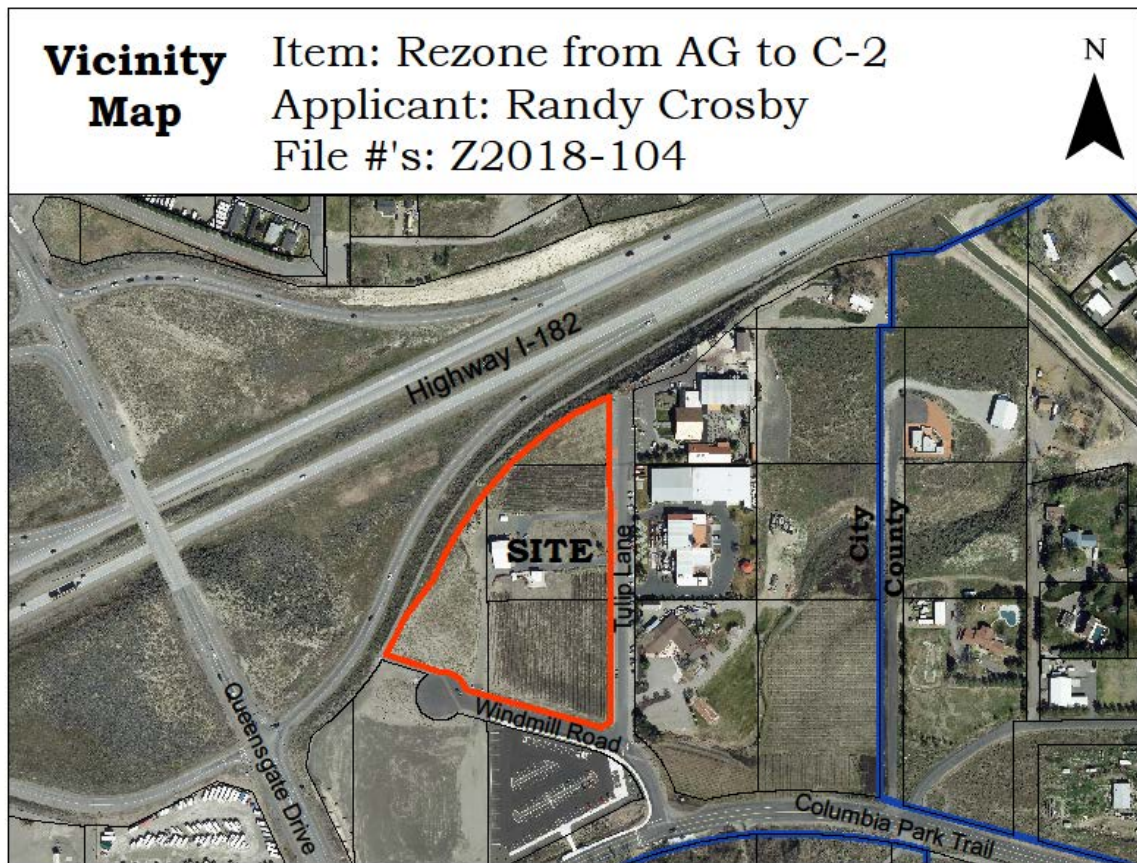


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

On August 24, 2018, the owner of 875 Tulip Lane (more accurately described later in this report) Randall (Randy) Crosby filed a request to change the zoning on four (4) adjacent parcels totaling approximately 6.15-acres from AG (Agriculture) to C-2 (Retail Business). The unofficially stated reason for filing this request is to make the site available for mixed-use development including commercial and residential uses. The application is attached herein as Exhibit 1.

The existing AG (Agriculture) zoning is a zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the City of Richland Comprehensive Plan. The C-2 (Retail Business) zone provides for a wide range of retail business uses and services compatible with the city's core; providing a

focal point for the commerce. This zoning classification is intended to be applied to some portions of the city that are designated for commercial land uses under the City of Richland Comprehensive Plan.

SITE DESCRIPTION & ADJACENT LAND USES

The site is located immediately east of the Highway I-182 interchange; generally north of Windmill Road and west of Tulip Lane. The site consists of four parcels totaling approximately 6.15 acres and is currently developed with a winery and vineyard with areas of undeveloped scrub-shrub located in the northern and western portions of the property.

North and west of the subject property lies Highway I-182 which separates the commercial area known as Queensgate from the subject property. Immediately east of the property there are three commercial wineries, while property to the south consists of four commercially zoned properties, three of which are undeveloped, while the fourth contains a park-n-ride facility.

An aerial photo of the site is shown in Figure 1 above and ground level site photos taken by city staff are provided in Exhibit 4.

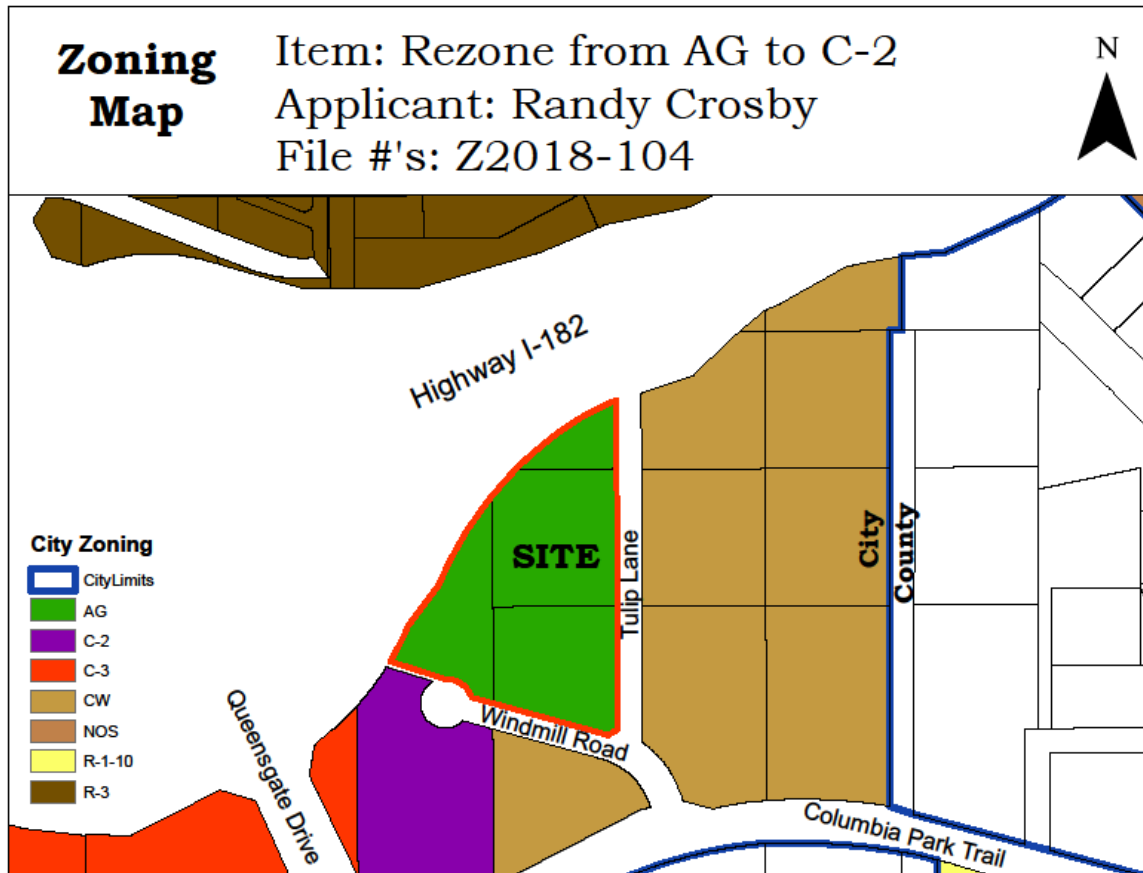


Figure 2 – Zoning Map

ZONING

As illustrated in the zoning map above, AG (Agriculture) zoning is assigned to the subject site, while properties located to the south and east are zoned either C-2 (Retail Business) or CW (Commercial Winery) while the areas located north and west consist of Highway I-182.

The applicant is requesting the current AG zoning be converted to C-2 (Retail Business). The stated purposes of the AG and C-2 zones as set forth in RMC 23.14.010 & 23.22.010, are as follows:

AG Zone Purpose

The agricultural use district (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning

classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the City of Richland Comprehensive Plan.

C-2 Zone Purpose

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

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

Zoning	Existing AG	Proposed C-2
STANDARD	REQUIRED/ALLOWED	REQUIRED/ALLOWED
Min. Lot Area	5 acres	None
Max. Lot Coverage	None	None
Building Setbacks		
Front	25 ft.	0 ft.
Side(s)	10 ft.	0 ft.
Rear	25 ft.	0 ft.
Building Height	30 ft.	80 ft.

Table 1 – Comparison of AG & C-2 Dimensional Standards

Of primary significance to this application is the implication of transitioning to the set of commercial land uses permitted in the C-2 zone. A complete list of C-2 permitted land uses is included in the commercial land use table from RMC 23.22.030 (Exhibit 2).

PUBLIC NOTICE

Application Date:	August 23, 2018
Notice of Hearing Mailed:	October 1, 2018
Notice of Hearing Posted:	October 1, 2018
Notice of Hearing Published:	October 7, 2018
Public Hearing:	November 5, 2018

A notice of application and public hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 3. As of the date of this report, one written comment was received from the public. Public comments are included herein as Exhibit 5. The letter from an adjacent property owner is in support of the proposed rezone request, but has concerns with a proposed Local Improvement District (LID) that the applicant is hoping to create in order to complete necessary street improvements.

UTILITY AVAILABILITY

A twelve-inch sewer mains extends north along Tulip Lane from Windmill Road, while an eighteen-inch water main is located south of the site within the Windmill Road right-of-way. The owner will be responsible for extending said utility lines onto the site concurrent with future development. Two fire hydrants are currently located south of the site along Windmill Road.

Electricity is currently provided to the site via a municipal electrical line which extends west from the main service line that extends north/south along Tulip Lane.

TRANSPORTATION

In order to access the site one must come from Columbia Park Trail, turn onto Windmill Road and turn north onto Tulip Lane. No roadway improvements are proposed as part of this rezone application. Improvements to the roadways may be necessary in the future as a result of site specific development.

SEPA

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

Where an exempt project requires a rezone, the rezone is exempt only if:
(i) The project is in an urban growth area in a city or county
planning under RCW 36.70A.040;

- (ii) *The proposed rezone is consistent with and does not require an amendment to the Comprehensive Plan; and*
- (iii) *The applicable Comprehensive Plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.*

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

The following Land Use Map illustrates the City's Comprehensive Plan Commercial Land Use Designation of the site. The requested C-2 zoning classification is intended to be applied to portions of the city that are designated commercial under the City of Richland Comprehensive Plan.

COMPREHENSIVE PLAN

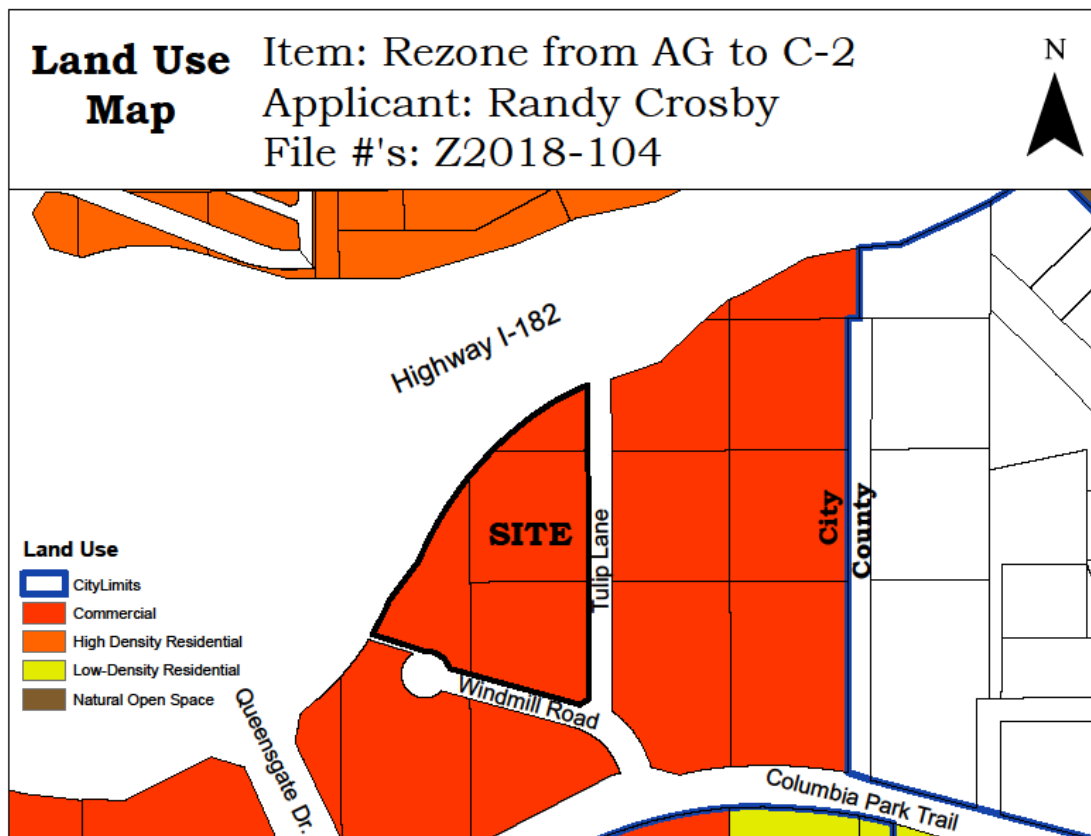


Figure 3 – Comprehensive Plan Map

The Comprehensive Plan contains the following goals and policy statements generally viewed as being in support of the proposed rezone application:

Land Use Goal 1:

Plan for growth within the urban growth area and promote compatible land use.

Policy 2 - Facilitate planned growth and infill developments within the City.

Land Use Goal 2:

Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1 - Maintain a variety of land use designations to accommodate appropriate residential [and] commercial... uses that will take advantage of the existing infrastructure network.

Land Use Goal 5:

Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1 – Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

ANALYSIS

The subject site consists of four platted lots of record and is approximately 6.15 acres in size. The site contains an existing winery and vineyard and is bordered to the west and north by Highway I-182, to the east by three commercial wineries and to the south by undeveloped land and a park-n-ride facility located on commercially zoned property. The subject property and other nearby properties were annexed into the City in 2012 (Ordinance #24-12).

The City's Comprehensive Plan designates the site as suitable for commercial land uses. The purpose statement of the C-2 zone contains the following statement: "...This [C-2] zoning classification is intended to be applied to some portions of the City that are designated commercial under the City of Richland Comprehensive Plan." In this way the subject rezone application is consistent with the City's Comprehensive Plan which is the primary reason for staff's recommendation of approval.

Rezoning the site from AG to C-2 will result in a zoning designation being placed on the property that is consistent with the intent of the Comprehensive Plan.

Currently, the AG zoning designation is contrary to the commercial land use designation established for the site by the Comprehensive Plan.

Upon visiting the site, Planning Staff observed no evidence of unique or sensitive biological habitat or species warranting any special protection. Likewise the site is relatively flat, presenting no difficult grading, drainage or other geotechnical challenges.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2018-104) and recommends approval of the request based on the following:

1. The site is comprised of four parcels totaling approximately 6.15 acres in area;
2. The site is currently zoned AG (Agriculture);
3. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial land uses;
4. The site has visibility from Highway I-182;
5. Access to the site is via either Windmill Road or Tulip Lane;
6. Commercial development of the site, with permitted C-2 uses is consistent with the intent of the Comprehensive Plan;
7. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6) (c);
8. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Form
2. Commercial Zoning – Chapter 23.22 of the Richland Municipal Code
3. Public Notices and Affidavits
4. Site Photos
5. Public Comments

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

Petition for Change of Zoning District Classification

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

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

SECTION I – APPLICANT INFORMATION			
Applicant's Name: Randy Crosby <i>(MAILING ADDRESS)</i>			
Address: 8524 Gage Blvd., Suite 168			
City: Kennewick		State: WA	Zip: 99336
Phone: 509-727-6873	Fax:	Other and/or e-mail address: recrosby@crosbyinc.com	
Please check under what capacity you are filing:			
☒ Recorded owner of the property as of		☐ Purchasing under contract as of	
☐ The lessee as of		☐ The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).	
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION			
Street address(es) of property for which the zone change is requested, if applicable: <i>825 TULIP LANE</i>			
<i>RICHLAND WA. 99352</i>			
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue):			
Property is north of Windmill RD and west of Tulip Lane			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): agriculture			
Size of petition area 6.25 ac acres and 272,250 sf square feet			
SECTION III - CHANGE OF ZONE REQUEST			
A change of zone from SAG-Suburban Agriculture To C-2 - Retail Business			
is requested for the property described in Section II of this application.			
SECTION IV – JUSTIFICATION			
State the reason(s) for the requested change of zone:			
Modify the zoning to match the land use shown in the comprehensive plan, which is			
shown as commercial and align with the land use goals and policies.			

] Continued

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

DATED THIS 23 DAY OF August, 2018.



Applicant's Signature

8524 Gage Blvd., Suite 168

Address

Kennewick, WA 99336

City, State, Zip

509-727-6873

Phone

Applicant's Signature

Address

City, State, Zip

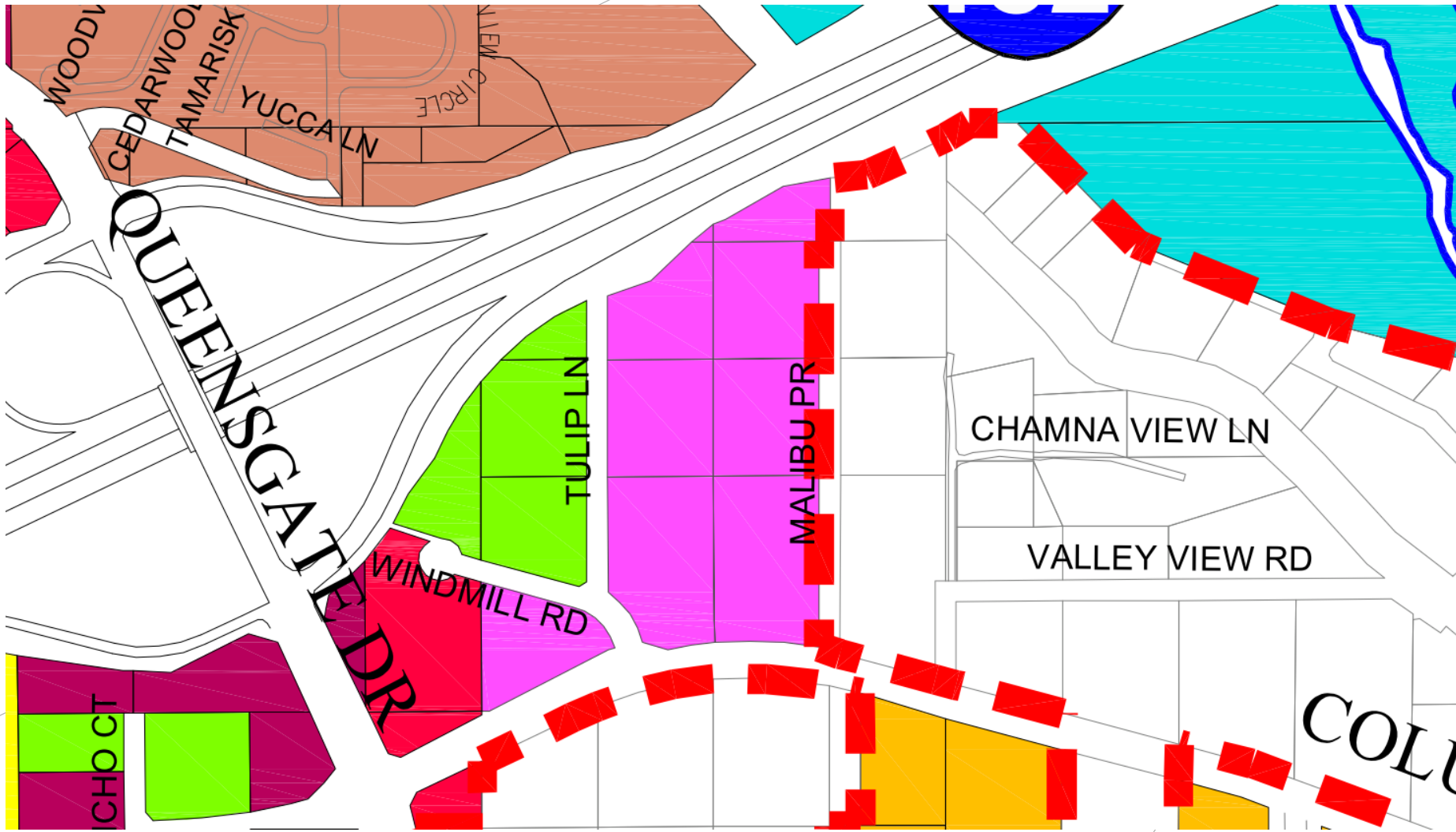
Phone

FOR OFFICE USE ONLY

Date accepted for filing

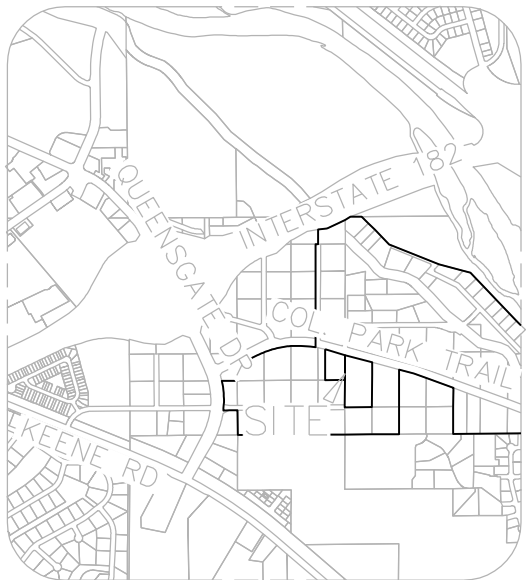
Items enclosed: Filing fee and Title Insurance
Company Ownership Report showing all property
Owners of Record within 300-feet.

City Official's Signature



TOPOGRAPHIC DESIGN SURVEY

N.W. 1/4 OF SEC. 22, T.09N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE

6.19 AC

HORIZONTAL CONTROL

WASHINGTON STATE SOUTH ZONE, U.S. SURVEY FEET, NAD 83 (91). PER THE CITY OF RICHLAND CONTROL FILE, GPS TIES WERE MADE TO 1764, 1766 AND 1797 CONTROL POINTS.

GROUND DISTANCES ARE SHOWN HEREON.

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

2. THIS SURVEY IS BASED UPON CASCADE TITLE COMPANY TITLE ORDER NUMBER CBF4042 POLICY NO. 2386-O-CBF4042, PARCELS A, B, C & D ONLY. LOT 1 AND LOT 8, BLOCK 3, WERE NOT COVERED UNDER SAID TITLE REPORT. THEREFORE, THERE MAY BE EASEMENTS THAT AFFECT THOSE PROPERTIES THAT ARE NOT PLOTTED HEREON. THE BOUNDARY LINES SHOWN HEREON ARE FOR ILLUSTRATIVE PURPOSE.

3. FIELD WORK COMPETED 07/12/18.

LEGEND

- = FOUND AS INDICATED
- RHS ● = FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "STRATTON 14120"
- RSI ● = FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "ROGERS"
- AAD ● = FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- WORLEY ● = FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "WORLEY"
- (NS) Ø = NOT FOUND OR SET
- ⊕ = FOUND CASED MONUMENT
- ⊕ = BOLLARD
- ⊕ = CONCRETE CURB AND GUTTER
- ⊕ = CONCRETE CURB EXTRUDED
- ⊕ = IRRIGATION CONTROL VALVE
- ⊕ = IRRIGATION VALVE
- ⊕ = LIGHT POLE, PARKING
- ⊕ = LIGHT POLE, STREET
- ⊕ = POWER JBOX
- ⊕ = POWER PEDESTAL
- ⊕ = POWER POLE W/ GUY WIRE
- ⊕ = POWER TRANSFORMER
- ⊕ = POWER VAULT
- ⊕ = SANITARY SEWER MANHOLE
- ⊕ = STORM CATCH BASIN
- ⊕ = STORM CATCH BASIN/DRYWELL
- ⊕ = STORM MANHOLE
- ⊕ = TELEPHONE PEDESTAL
- ⊕ = WATER FIRE HYDRANT
- ⊕ = WATER METER
- ⊕ = WATER VALVE
- ⊕ = WATER WELL
- ⊕ = FENCE
- ⊕ = EASEMENT
- ⊕ = PROPERTY BOUNDARY
- ⊕ = CENTERLINE
- ⊕ = SANITARY SEWER LINE
- ⊕ = POWER LINE OVERHEAD

- = CONCRETE
- ▨ = ASPHALT
- ▨ = BUILDING
- ▨ = GRAVEL ROAD

- = FENCE
- = EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE
- = SANITARY SEWER LINE
- = POWER LINE OVERHEAD



SCALE 1" = 40'



BASIS OF BEARING
WA STATE GRID
NAD83(91)
PER THE CITY OF RICHLAND
CONTROL FILE

BASIS OF ELEVATION
CITY OF RICHLAND
PNT NO.1797
NAVD 88 DATUM
ELEV=498.84'

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

TOPOGRAPHIC SURVEY FOR <i>RANDY CROSBY</i>	
 STRATTON SURVEYING & MAPPING, PC	
313 NORTH MORAIN STREET KENNEWICK, WA 99336 (509) 735-7364 FAX: (509) 735-6560 stratton@strattonsurvey.com	
5242TP1.DWG	© 2018
DATE: 07/25/18	SHT. 1 OF 2
DRAWN BY: DCI	JOB # 5242

Exhibit 2**Chapter 23.22
COMMERCIAL ZONING DISTRICTS**

Sections:

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

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

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

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

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

23.22.010 Purpose of commercial use districts.

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

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

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

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

display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are either designated as commercial or designated as industrial and located adjacent to SR 240 under the city of Richland comprehensive plan.

E. The waterfront use district (WF) is a special commercial and residential zoning classification providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, offices, and other similar commercial, apartment, and multifamily uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title 26, Shoreline Management, and with applicable U.S. Corps of Engineers requirements. This zoning classification encourages mixed special commercial and high-density residential uses to accommodate a variety of lifestyles and housing opportunities. Any combination of listed uses may be located in one building or one development (i.e., related buildings on the same lot or site). This zoning classification is intended to be applied to those portions of the city that are designated waterfront under the city of Richland comprehensive plan.

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

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

commercial under the Richland comprehensive plan.

H. The commercial winery use district (CW) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery-related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 32-17 § 1].

23.22.020 Performance standards and special requirements.

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

1. Minimum Yard Requirements.

- a. Front Yard. Twenty feet except as provided by footnote (3) of RMC 23.18.040;
- b. Side Yards. Each side yard shall provide one foot of side yard for each three feet or portion thereof of building height;
- c. Rear Yards. Twenty-five feet.

2. Required Court Dimensions. Each court on which windows open from any room other than a kitchen, bathroom or a closet, shall have all horizontal dimensions measured at right angles from the windows to any wall or to any lot line other than a front lot line equal to not less than the height of the building above the floor level of the story containing the room, but no dimension shall be less than 20 feet.

3. Distance between Buildings. No main building shall be closer to any other main building on the lot than a distance equal to the average of their heights. This provision shall not apply if no portion of either building lies within the space between the prolongation of lines along any two of the opposite walls of the other building, but in any such situation the buildings shall not be closer to each other than a distance of 10 feet.

4. Percentage of Lot Coverage. Apartment buildings in a C-LB district shall cover not more than 33 percent of the area of the lot.

B. Neighborhood Retail Business. All uses permitted in a C-1 district must comply with the following performance standards:

- 1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that

such display shall include only those quantities sold in a day's operation.

2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six-foot-high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.

3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.

4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.

5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels.

6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.

7. In addition to standards (1) through (6) listed above, any commercial use that is immediately adjacent to a residentially zoned property (including R-1-12, single-family residential, R-1-10, single-family residential, R-2, medium density residential, R-2S, medium density residential small lot, or planned unit development that is comprised of single-family homes) shall comply with the following standards. For the purposes of this section, the term "adjacent" includes abutting properties, and any property that is located within 75 feet of the nearest residential property. The term "adjacent" does not include properties that are separated by a public right-of-way.

a. Setback from Residential Property Boundary. Thirty feet.

b. Building Design Standard. No rooftop mechanical equipment shall be permitted unless screened from view with parapet wall or similar screening.

c. Parking. Vehicle parking areas and any access driveways (pavement) must be set back a minimum of 10 feet from residential property boundary. A solid fence or masonry wall between six and eight feet tall is required between any paved parking or access drive and the residential property boundary.

d. Outdoor Lighting. All outdoor lighting must comply with the Pattern Outdoor Lighting

Code (USA) standard version 2.0, July 2010. For the purposes of this section, properties subject to this standard shall be considered to be within lighting zone 1.

e. Signs. All commercial signs placed on-site shall comply with Section 5 of the Pattern Outdoor Lighting Code (USA) standard version 2.0, July 2010; except that multicolored changeable copy LED signs shall not be permitted.

f. Mechanical Equipment. Any mechanical equipment placed outdoors between the building and the residential property boundary shall be screened to reduce equipment noise levels. Alternatively, the building owner can provide documentation to the city indicating that the specific equipment to be used will not generate noise levels beyond permissible state noise standards.

g. Refuse Areas. Any dumpsters or area for collection of recycled materials shall be set back a minimum of 20 feet from the nearest residential property boundary and shall be screened from view by a solid screen sufficient to block its view from all adjacent residential properties.

h. Landscaping. The portions of a commercial site that lie within 30 feet of a residential property boundary that are not covered with buildings, parking areas, access drives, loading areas or outdoor storage shall be landscaped and/or xeriscaped.

8. An individual proposing development on any commercial use that is immediately adjacent to a residentially zoned property (including R-1-12, single-family residential, R-1-10, single-family residential, R-2, medium density residential, R-2S, medium density residential small lot, or planned unit development that is comprised of single-family homes) that does not meet the standards contained in subsection (B)(7) of this section may apply for a deviation from these standards by filing an application with the city. Such request shall be reviewed by the hearing examiner in accordance with the provisions for a public hearing for a Type II permit application. A request for deviation from these standards shall be granted only when the hearing examiner determines that the proposed deviation offers equivalent or better mitigation of impacts from commercial development to the adjacent residential properties than would occur under the basic standards. The hearing examiner shall at a minimum consider the type of commercial use proposed; the design of the commercial building or buildings; the topography of the site and adjacent residential properties; the proposed landscaping, lighting, and other mitigation measures proposed by the applicant in making a determination to grant or deny a requested deviation from these standards.

C. General Business. All permitted commercial business uses may be located in the C-3 district, provided their performance is of such a nature that they do not inflict upon the surrounding residential areas, smoke, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the areas. The

maximum permissible limits of these detrimental effects shall be as herein defined and upon exceeding these limits they shall be as herein considered a nuisance, declared in violation of this title and shall be ordered abated.

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

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

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

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

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

not limited to, movie theaters, museums, laboratories, and classrooms.

b. At least two of the following architectural elements:

- i. Awnings;
- ii. Wall plane modulation at a minimum of three feet for every wall more than 50 feet in length;
- iii. Pilasters or columns;
- iv. Bays;
- v. Balconies or building overhangs; or
- vi. Upper story windows (comprising a minimum of 50 percent of the facade).

3. At least one pedestrian, nonservice entrance into the building will be provided on each street frontage or provided at the building corner.

4. Variation of exterior building material between the ground and upper floors of multi-story buildings.

5. All buildings with a flat roof shall use a modulated height parapet wall for wall lengths greater than 50 feet. The modulation of parapet heights is encouraged to identify building entrances.

6. All new buildings that utilize parapet walls shall include a projecting cornice detail to create a prominent edge.

7. Public street and sidewalk improvements are required per Richland Municipal Code to implement approved street cross-sections. Curb cuts are encouraged to be located adjacent to property lines and shared with adjacent properties, via joint access agreement.

8. Service bays, loading areas, refuse dumpsters, kitchen waste receptacles, outdoor storage locations, and rooftop mechanical equipment shall be located away from public rights-of-way via site planning and screened from view with landscaping, solid screening or combination.

9. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, or the maximum setback standards set forth in RMC [23.22.040](#) or the maximum parking standards set forth in RMC [23.22.050](#), a project representative may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:

- a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section; and
- b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and
- c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-06; Ord. 04-09; Ord. 07-10 § 1.01; amended during 2011 recodification; Ord. 32-11 § 4; Ord. 20-16 § 1].

23.22.030 Commercial use districts permitted land uses.

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

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

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

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

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

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

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair –		S	P	P	S			

Specialty Shop								
Automobile Service Station		P ¹	P ¹	P ¹	S ¹			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P ²⁸
Car Wash – Automatic or Self-Service		P ²	P ²	P ²	S ²			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ³				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				

Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				p ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	p ⁵	P			
Laundry/Dry Cleaning, Com.				P	p ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				p ⁶				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		p ⁷	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P

Portable Food Vendors ²⁶	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁸
Restaurants/Drive-Through		S ⁸	P ⁸	P ⁸	S ^{8, 9}	S ^{8, 9}		
Restaurants/Lounge		P ⁷	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P ⁷	P	P	P	P	P	P
Vehicle-Based Food Service		P ³⁰	P ³⁰	P ³⁰	P ³⁰	P ³⁰		
Wineries – Tasting Room		P ⁷	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁸
Light Manufacturing Uses				P				P ²⁸
Warehousing and Distribution Facilities				P				P ²⁸
Wholesale Facilities and Operations				P				P ²⁸
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²²	P	P	P/S ²²	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P ²⁸
Office – Corporate	P		P	P	P	P		P ²⁸
Office – General	P	P	P	P	P	P		P ²⁸
Office – Research and Development	P		P	P	P			P ²⁸
Radio and Television Studios			P	P	P			

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

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

Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		p ¹⁸	P		
Recreational Club	A				A	A		
Senior Housing	P				p ¹⁸	P		
Temporary Residence	p ²⁰	p ²⁰	p ²⁰	p ²⁰	p ²⁰	p ²⁰		P
Retail Uses								
Adult Use Establishments				p ²¹				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S ²²	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			

Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁴	A ²⁴	P ²⁴				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A ²⁸

1. RMC 23.42.280
2. RMC 23.42.270
3. RMC 23.42.320
4. RMC 23.42.330
5. RMC 23.42.040
6. RMC 23.42.170
7. RMC 23.42.053
8. RMC 23.42.047
9. RMC 23.42.055

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

30. RMC 23.42.325

[Ord. 28-05 § 1.02; Ord. 15-07; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification; Ord. 32-11 § 5; Ord. 48-17 § 2].

23.22.040 Site requirements and development standards for commercial use districts.

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

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,500	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3, 11, 13} Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}

Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet ¹²	35/55 feet ¹²	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	500 feet	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.
2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
 - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.

b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.

c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC 23.54.140.

d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.

7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC 23.54.140.

9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be

adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC [23.22.020\(E\)\(9\)](#).

12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title 26). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.

13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.

14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

PLATE NO. 1 - 23.22.040

PLATE 1



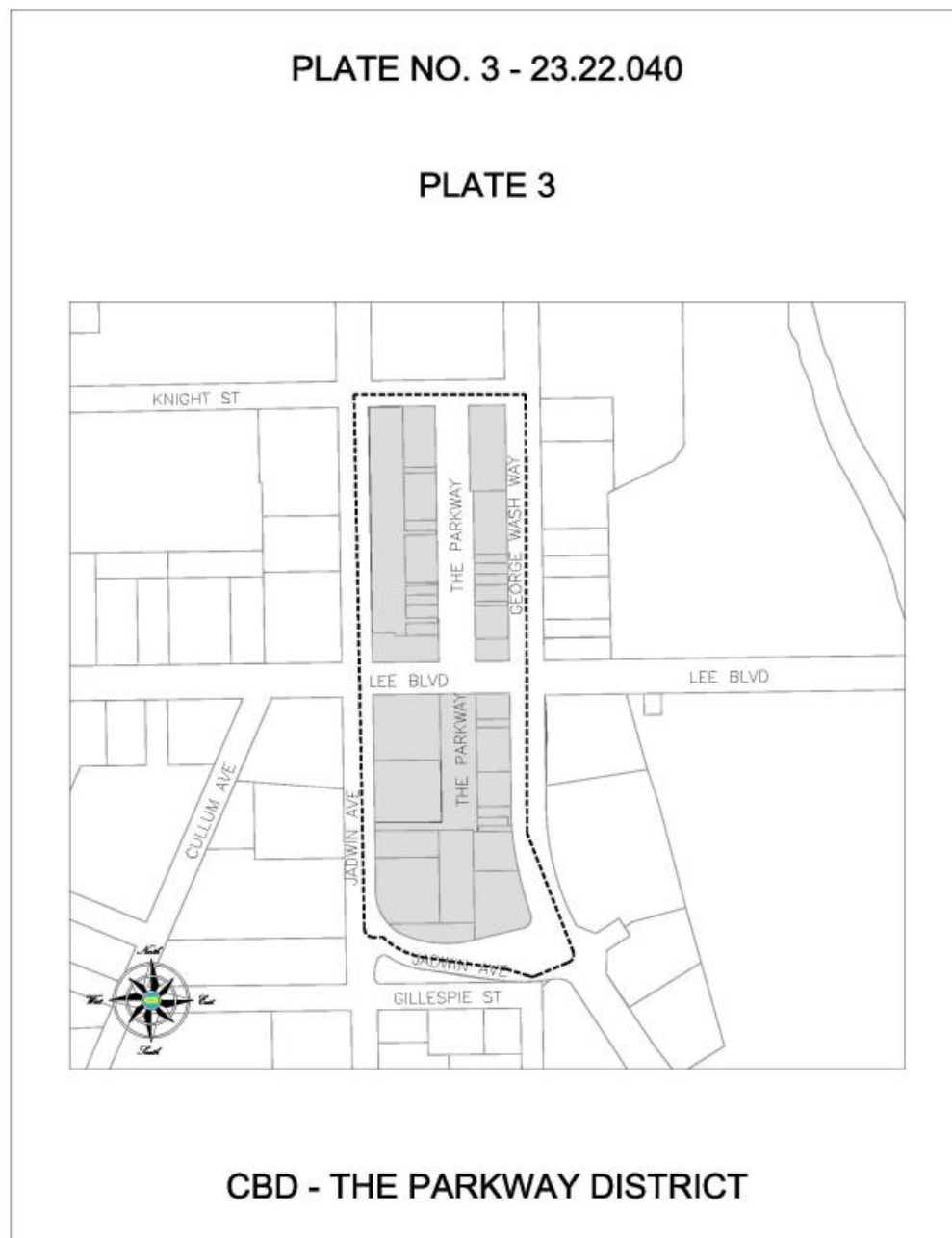
CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2



CBD - UPTOWN DISTRICT



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

23.22.050 Parking standards for commercial use districts.

- A. Off-street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter 23.54 RMC.
- B. Central Business District Off-Street Parking. All uses have a responsibility to provide parking.

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

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

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

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

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



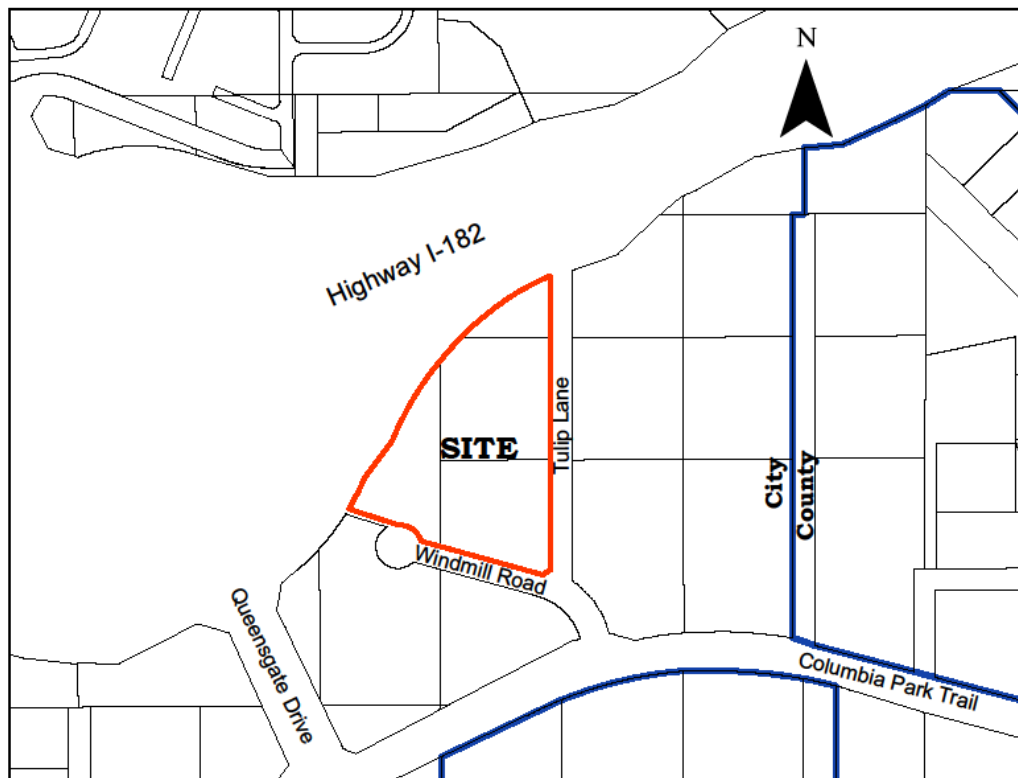
CITY OF RICHLAND NOTICE OF APPLICATION & PUBLIC HEARING (Z2018-104)

Notice is hereby given that Randy Crosby has applied to rezone an approximately 6.15 acre site located at 875 Tulip Lane, Richland, WA from Ag (Agricultural) to C-2 (Retail Business). The project site consists of four (4) separate parcels and is located north of Windmill Road and west of Tulip Lane. The legal descriptions for the project site are as follows:

Badger Heights Subdivision, Block 1, Lot 9 Less ROW, Block 2 Lots 5, 12 & 19 Less ROW, located within Section 22 of Township 9N, Range 28E, W.M., Benton County, WA (APN#12298202000-1009, 2005, 2012 & 2013).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Monday, November 5, 2018 at 6:00 pm in the Council Chambers, 505 Swift Blvd., Richland WA 99352.

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 840 Northgate Drive, Richland, WA 99352. Comments may also be faxed to (509) 942-7596 or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Monday, October 22, 2018 to be incorporated into the staff report. Comments received after that date will be entered into the record during the hearing.



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

File No: Z2018-104

Proponents: Randy Crosby

Proposal: Rezone an approximately 6.15 acre site located at 875 Tulip Lane, Richland, WA from Ag (Agricultural) to C-2 (Retail Business).

Hearing Examiner Public Hearing: November 5, 2018, 6:00 p.m. in the in the Council Chambers, 505 Swift Blvd., Richland WA 99352

Public Comments Due: October 22, 2018

Contact: Mike Stevens, Planning Manager
505 Swift Blvd., MS-35
Richland, WA 99352
mstevens@ci.richland.wa.us.

Exhibit 3

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Mike Stevens**, who, being first duly sworn upon oath deposes and says:

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

2. On the 1st day of October, 2018, I posted the attached NOTICE OF PUBLIC HEARING, File Number's Z2018-104 at the following location:
875 Tulip Lane in Richland, WA.

Mike Stevens

Print Name: Mike Stevens

SIGNED AND SWORN to before me this 26th day of October, 2018 by MIKE STEVENS.

October L. Follett

Signature of Notary

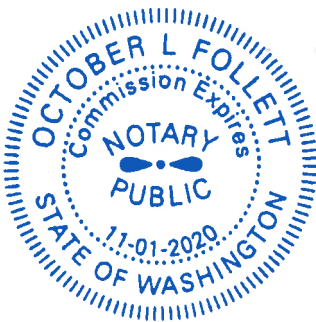
October L. Follett

Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: 11-1-2020

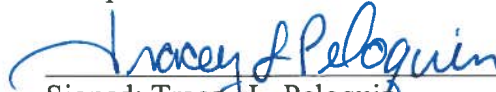


AFFIDAVIT OF MAILING

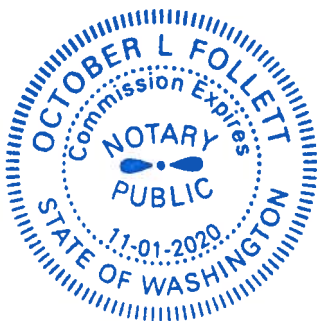
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Tracey L. Peloquin, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 1st day of October, 2018, I mailed a copy of the attached NOTICE OF APPLICATION, PUBLIC HEARING to the attached list of individuals via regular USPS on the date indicated above. The Notice of Application and Public Hearing which is related to a Rezone application (Z2018-104) applied for by Randy Crosby to allow rezoning approximately 6.15 acres located at 875 Tulip Lane. Located north of Windmill Road and west of Tulip Lane.


Signed: Tracey L. Peloquin

SIGNED AND SWORN to before me this 1st day of October, 2018 by Tracey L Peloquin.




Notary Public in and for the State of Washington,

October L. Follett
Print Name
Residing at Benton County
My appointment expires: 11-1-2020

Exhibit 3

Owner	Mail Address	City	State	Zip
DEPT OF TRANS DOT PCL 5-04272	C/O BENTON FRANKLIN TRANSIT	RICHLAND	WA	99352
BARNARD GRIFFIN FAMILY INVEST	878 TULIP LANE	RICHLAND	WA	99352
TAGGARES KRISTINE CRITHFIELD &MICHAEL L	844 TULIP LN	RICHLAND	WA	99352
BOOKWALTER WINERY LLC	894 TULIP LN	RICHLAND	WA	99352
WATTS & SONS LLC	10612 W COURT ST	PASCO	WA	99301
CROSBY RANDALL E	8524 W GAGE BLVD #168	KENNEWICK	WA	99338

Looking North



Stevens, Mike

From: Dana Phillips <dana@barnardgriffin.com>
Sent: Wednesday, October 17, 2018 11:30 AM
To: Stevens, Mike
Subject: Application Z2018-104

Good Afternoon Mr. Stevens,

I'm reaching out about the application for rezoning the 6.15 acres located at 875 Tulip Lane. Is this application just for rezoning from agriculture to commercial or are there additional details being decided? We do not have an issue with the parcel being rezoned to commercial, but we do have some concerns about their proposition of an LID and how that would affect our business. Would you please send me any additional details you might have and keep me informed of the city's decisions about this parcel?

Dana Phillips, Controller

878 Tulip Lane
Richland, WA, 99352
Office: (509) 627-0266 x221
Direct: (509) 572-3465
Email: dana@barnardgriffin.com





Department of Energy

Bonneville Power Administration
2211 North Commercial Avenue
Pasco, WA 99301

TRANSMISSION SERVICES

October 16, 2018

In reply refer to: City of Richland Rezone (Z2018-104)
Located within a Portion of the NE¼SW¼ Section 08, in Township 9 North,
Range 28 East, WM, Benton County, Washington

Mike Stevens
City of West Richland
Community Planning/Senior Planner
3801 West Van Giesen
West Richland, WA 99353

Dear Mike:

Bonneville Power Administration (BPA) has had the opportunity to review City of Richland Rezone (Z2018-104). The application is to rezone an approximately 6.15 acre site. The site is located at 875 Tulip Lane, in Richland, WA, county parcel numbers 12298202000-1009, 2005, 2012 & 2013.

In researching our records, we have found that this proposal will not directly impact BPA facilities in that area. BPA does not have any objections to the approval of this request at this time.

Thank you for the opportunity to review this application. If you have any questions regarding this request or need additional information, please feel free to contact me. I can be reached at (503) 230-5510 or by email at mjdeklyen@bpa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike DeKlyen", is located below the "Sincerely," text.

Mike DeKlyen
BPA Field Realty Specialist

Stevens, Mike

From: Somers, Cindi
Sent: Friday, October 5, 2018 3:21 PM
To: Stevens, Michael
Cc: Boring, Michael
Subject: RE: City of Richland Rezone

No Comments from DS-GIS addressing for rezone. DS-Plan Review may.
Thank you for opportunity to comment.

Best,
Cindi

From: Stevens, Michael
Sent: Monday, October 1, 2018 12:59 PM
To: Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; West, Julie <jwest@ci.richland.wa.us>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; rhiles@kid.org; richard.krasner@rsd.edu; rittemwr@dfw.wa.gov; jecottrell@bpa.gov; dxrogers@bpa.gov; ina.n.beutler@usps.gov; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Somers, Cindi <CSomers@CI.RICHLAND.WA.US>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; Penwell, Dan <DPenwell@CI.RICHLAND.WA.US>; sepaunit@ecy.wa.gov; separegister@ecy.wa.gov; gonsetp@wsdot.wa.gov; Husa, Ivar <ihusa@CI.RICHLAND.WA.US>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Seth Defoe <SDefoe@kid.org>; robin.priddy@bentoncleanair.org; kevin.knodel@rsd.edu; gregory.l.goodwin@ftr.com; dean.kelley@chartercom.com; tyler.chappell@chartercom.com; darrick@basindisposal.com; webmaster@KID.org; jmcshane@kid.org; developmnet@kid.org; clark.posey@co.benton.wa.us; florinda_paez@co.benton.wa.us; rob.rodger@bentoncleanair.org; tkalmbach@bft.org; BCES Map <map@bces.wa.gov>; kelly.cooper@doh.wa.gov; anthony.vonmoos@co.benton.wa.us; steve.conrads@cngc.com; jecottrell@bpa.gov; dxrogers@bpa.gov; segregations@co.benton.wa.us; mjdeklyne@bpa.gov; marcia.matson@ftr.com; deanac@bghd.wa.gov
Subject: City of Richland Rezone

Attention:

Attached you will find the Notice of Application and related information for a proposed rezone within the City of Richland. Please review and respond back with comments by 5:00 PM, Monday, October 22, 2018.

Thanks,



Mike Stevens, Planning Manager
City of Richland Planning Department
P.O. Box 190 / 505 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act.****

Stevens, Mike

From: Reathafor, Jason
Sent: Tuesday, October 2, 2018 7:41 AM
To: Stevens, Michael
Cc: West, Julie
Subject: RE: City of Richland Rezone

No comment here, thanks for the review.
J

From: Stevens, Michael
Sent: Monday, October 1, 2018 12:59 PM
To: Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; West, Julie <jwest@ci.richland.wa.us>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; rhiles@kid.org; richard.krasner@rsd.edu; rittemwr@dfw.wa.gov; jecottrell@bpa.gov; dxrogers@bpa.gov; ina.n.beutler@usps.gov; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Somers, Cindi <CSomers@CI.RICHLAND.WA.US>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; Penwell, Dan <DPenwell@CI.RICHLAND.WA.US>; sepaunit@ecy.wa.gov; separegister@ecy.wa.gov; gonsetp@wsdot.wa.gov; Husa, Ivar <ihusa@CI.RICHLAND.WA.US>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Seth Defoe <SDefoe@kid.org>; robin.priddy@bentoncleanair.org; kevin.knodel@rsd.edu; gregory.l.goodwin@ftr.com; dean.kelley@chartercom.com; tyler.chappell@chartercom.com; darrick@basindisposal.com; webmaster@KID.org; jmcshane@kid.org; developmnet@kid.org; clark.posey@co.benton.wa.us; florinda_paez@co.benton.wa.us; rob.rodger@bentoncleanair.org; tkalmbach@bft.org; BCES Map <map@bces.wa.gov>; kelly.cooper@doh.wa.gov; anthony.vonmoos@co.benton.wa.us; steve.conrads@cngc.com; jecottrell@bpa.gov; dxrogers@bpa.gov; segregations@co.benton.wa.us; mjdeklyne@bpa.gov; marcia.matson@ftr.com; deanac@bghd.wa.gov
Subject: City of Richland Rezone

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Thanks,



Mike Stevens, Planning Manager
City of Richland Planning Department
P.O. Box 190 / 505 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act.****

Stevens, Mike

From: Rebecca Hiles <rhiles@kid.org>
Sent: Tuesday, October 9, 2018 3:27 PM
To: Stevens, Michael
Subject: RE: City of Richland Rezone

Mike,

KID has no comments regarding this rezone as it outside of the KID boundary.

Rebecca S. Hiles, E.I.T.
Staff Engineer

Kennewick Irrigation District
2015 S. Ely Street
Kennewick, WA 99337
[509-460-5442](tel:509-460-5442) [Direct Line]
[509-586-6012](tel:509-586-6012) ext. 138 [Business Line]
[509-586-9111](tel:509-586-9111) [Customer Service]
<mailto:rhiles@kid.org>



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From: Stevens, Michael <mstevens@CI.RICHLAND.WA.US>
Sent: Monday, October 1, 2018 12:59 PM
To: Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; West, Julie <jwest@ci.richland.wa.us>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Rebecca Hiles <rhiles@kid.org>; richard.krasner@rsd.edu; rittemwr@dfw.wa.gov; jecottrell@bpa.gov; dxrodgers@bpa.gov; ina.n.beutler@usps.gov; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Somers, Cindi <CSomers@CI.RICHLAND.WA.US>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; Penwell, Dan <DPenwell@CI.RICHLAND.WA.US>; sepaunit@ecy.wa.gov; separegister@ecy.wa.gov; gonsetp@wsdot.wa.gov; Husa, Ivar <ihusa@CI.RICHLAND.WA.US>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Seth Defoe <SDefoe@kid.org>; robin.priddy@bentoncleanair.org; kevin.knodel@rsd.edu; gregory.l.goodwin@ftr.com; dean.kelley@chartercom.com; tyler.chappell@chartercom.com; darrick@basindisposal.com; Brad Crawford <BCrawford@kid.org>; Jason McShane <JMcShane@kid.org>; developmnet@kid.org; clark.posey@co.benton.wa.us; florinda_paez@co.benton.wa.us; rob.rodger@bentoncleanair.org; tkalmbach@bft.org; BCES Map <map@bces.wa.gov>; kelly.cooper@doh.wa.gov; anthony.vonmoos@co.benton.wa.us; steve.conrads@cngc.com; jecottrell@bpa.gov; dxrodgers@bpa.gov; segregations@co.benton.wa.us; mjdeklyne@bpa.gov; marcia.matson@ftr.com; deanac@bghd.wa.gov
Subject: City of Richland Rezone



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 04-19, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management

Department:

Energy Services

Ordinance/Resolution Number:

04-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution 04-19, authorizing the City Manager to sign and execute a purchase order contract between the City and Boyd's Tree Service, LLC for tree pruning and vegetation management control.

Summary:

Annually, contract crews trim trees within utility power lines and manage vegetation around substations and utility infrastructure. This improves safety by maintaining proper electrical clearances while improving reliability from tree-related power outages.

In 2017, the City chose to use an existing cooperative purchasing contract awarded by Benton PUD for tree trimming and vegetation management. This contract is authorized under RCW 39.34.030. The solicitation, evaluation and award process conducted by Benton PUD met the City of Richland's procurement requirements.

Benton PUD awarded a contract to Boyd's Tree Service, LLC in 2017. This contract has now been extended through 2019. Pursuant to the existing cooperative purchasing agreement with Benton PUD, the City plans to issue a purchase order to Boyd's Tree Service, LLC for 2019 services.

City staff is satisfied with Boyd's work, and recommends issuing a purchase order contract with Boyd's Tree Service for 2019.

Fiscal Impact:

Tree trimming and vegetation management services are included in the City's 2019 Capital Improvement Plan with funding included in the Electric Utility Fund of the City's 2019 approved budget. This time and materials contract is not to exceed \$350,000.

Attachments:

1. Resolution No. 04-19
2. BPUD Agenda Item 112916 - BPUD Contract 16-21 with Boyd's Tree Service
3. 112916 BPUD Commission-Meeting-Minutes

RESOLUTION NO. 04-19

A RESOLUTION of the City of Richland authorizing a purchase order contract with Boyd's Tree Service, LLC for tree trimming and vegetation management services.

WHEREAS, the City of Richland owns and maintains power lines throughout the City's service area; and

WHEREAS, trees must be pruned annually to maintain safe and proper clearances of overhead electrical lines; and

WHEREAS, RCW 39.34.030 allows the City to enter into Cooperative Purchasing Agreements with other public agencies to take advantage of existing contractual relationships between agencies and vendors ("piggybacking"); and

WHEREAS, the solicitation, evaluation, and award process conducted by Benton PUD meets the City of Richland's procurement requirements; and

WHEREAS, since 2017, the City has piggybacked on Benton PUD's contract with Boyd's Tree Service, LLC to trim trees within power lines and manage vegetation in and around substations to reduce tree-related power outages; and

WHEREAS, the City's current purchase order contract with Boyd's Tree Service, LLC will expire on December 31, 2018; and

WHEREAS, the Benton PUD Commission recently approved to extend the PUD's contract with Boyd's Tree Service, LLC for another year; and

WHEREAS, the City's interests are served by piggybacking on Benton PUD's change order for 2019 tree pruning and vegetation management with Boyd's Tree Service, LLC.

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 order contract between the City of Richland and Boyd's Tree Service, LLC for tree trimming and vegetation management services through December 31, 2019.

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 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



☐	Business Agenda
☐	Second Reading
☒	Consent Agenda
☐	Info Only/Possible Action
☐	Info Only

COMMISSION MEETING AGENDA ITEM

Subject:	Contract Award Recommendation , Electric Utility Tree Pruning-Vegetation Management, Bid Package #16-21	
Agenda Item No:	6c	
Meeting Date:	November 29, 2016	
Presented by:	Brian Cramer BC	Staff Presenting Item
Approved by (dept):	Stephen B. Hunter [Signature]	Director/Manager
Approved for Commission review:	Chad B. Bartram [Signature]	General Manager/Asst GM

Motion for Commission Consideration

Motion to award Contract #16-21 for Electric Utility Tree Pruning-Vegetation Management, to Boyd's Tree Service of Kennewick, WA for the total amount of \$676,000.00 with the option to extend for four (4) additional one year terms.

Background

Bids were advertised and mailed to vendors from our prequalification list and the following two bids were received.

Boyd's Tree Service	\$185.98 per crew hour
Asplundh Tree Expert Company	\$188.40 per crew hour

Staff has evaluated the proposals and recommends the contract be awarded to Boyd's Tree Service. Boyd's Tree Service was low bid and has met all of our contract requirements.

Summary

Annually, thousands of trees have to be pruned to maintain safe and proper clearances of overhead electrical lines. We are challenged at Benton PUD because of the numerous fast growing trees throughout our service area. Boyd's Tree Service will help reduce our number of tree related power outages caused by these trees.

Fiscal Impact

Operations has \$676,000 budgeted for Tree Pruning-Vegetation Management services in 2017.



CONTRACT #16-21

TREE PRUNING-VEGETATION MANAGEMENT CONTRACT

On this 1st day of January, 2016, BOYD'S TREE SERVICE (the Contractor) and PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, (the District) agrees to be bound by the following terms and conditions:

1. The Contractor agrees to furnish all supervision, labor, cars, trucks, and equipment for the pruning-vegetation management and clearing of brush and trees from certain District electric distribution and transmission line rights-of-way in accordance with the Tree Clearance and Technical Specifications.
2. The Contractor agrees to remove all cut brush, limbs, trees, and debris from the Districts rights-of-way and District property facilities, easements and from all private land in accordance with the complete approval of the landowner and the District's representative.
3. The Contractor, in the performance of the work herein specified, shall be considered an independent Contractor and shall be solely responsible for the performance of said work and any damage resulting therefrom.
4. The Contractor shall comply with Revised Code of Washington Section 39.12, providing for payment of prevailing wages. No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' as determined by the industrial statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates of the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein.

It will be the responsibility of the Contractor to pay all filing fees necessary to comply with RCW 39.12.

The Contractor shall conform to the wage rates, employee benefits, and working conditions expressed in the current collective bargaining agreement applicable to I.B.E.W. Local 77 construction membership. Verification of payment will be furnished to the District by way of certified payroll documents upon District request. This requirement can be fulfilled by the Contractor having an agreement with Local 77.

5. Contractor shall protect, hold free and harmless, defend and pay on behalf of the District (including its managers, commissioners and employees) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments, (including



attorney's fees) resulting from injury or death, sustained by any person (including Contractor's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with Contractor's performance of this contract. Contractor's hold harmless agreement shall apply to any act or omission, willful misconduct or negligence whether passive or active, on the part of Contractor (its agents or employees); except, that this agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of District, its managers, commissioners, and employees.

District shall not be responsible for loss or damage to property, materials, or equipment belonging to Contractor, its agents, employees, suppliers or anyone directly or indirectly employed by Contractor while said material property, or equipment is parked on District property. Contractor is encouraged to obtain appropriate insurance against such risk of loss. Contractor waives all rights of subrogation against District for such losses.

In any and all claims against the District by any employee of Contractor, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts, AND CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. The Contractor hereby accepts exclusive liability for payment of any and all taxes (federal and/or state) required to be paid by the Contractor, the employees of such Contractor, or by any subcontractors or the officers or employees or such subcontractors, to any governmental agency, commission or authority having jurisdiction in the premises, under the provisions of any unemployment insurance, social security and/or pension plans established by law insofar as said taxes pertain to work performed under this contract; the Contractor further agrees to meet all requirements that may be specified under regulations of any governmental agency, commission or authority having jurisdiction in the premises insofar as said requirements relate to the work performed under this contract. It is expressly understood and agreed that the Contractor will save and hold harmless the District from any and all liability whatsoever for the deduction, collection, and/or payment of any such sums or the performance of any of the requirements aforesaid.
7. The Contractor agrees to meet all requirements that may be specified under regulations of any governmental agency, commissioner or authority having jurisdiction in the premises insofar as said requirements relate to work performed under this contract. It is expressly understood and agreed that the Contractor will save and hold harmless the District from any and all liability whatsoever for the deductions, collection, and/or payment of any such sums for the performance of any of the requirements aforesaid.



8. The Contractor will not sublet any of the work to be performed by him under the terms of this agreement and will not assign this contract or any rights hereunder, without first obtaining the written approval of the District.
9. It is agreed that neither the District nor the Contractor shall be held liable for work stoppage caused by strikes, injunction suits, acts of God or the public enemy, or causes beyond the control of the parties.
10. Within the first fifteen (15) days of each calendar month, the District shall make payment to the Contractor for the services rendered during the preceding calendar month. PROVIDED, HOWEVER, that the "Statement of Intent to Pay Prevailing Wages" has been certified by the Department of Labor and Industries and the certified pink copy has been received by the District. Each voucher claim submitted for payment on a project shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the District. Five percent (5%) of the amount of each payment shall be withheld until acceptance of the completed contract by the District and the expiration of the thirty (30) day period for filing of liens as provided by law and until the District receives the certified copy of "Affidavit of Wages Paid" from the Department of Labor and Industries, a certificate from the Audit section of the State Department of Revenue (contracts over \$20,000), authorizing the payment of the retained fund, and a certificate of release from the Department of Labor and Industries. A Notice of Completion of Public Works Contract will be filed with the State Department of Revenue by the District upon acceptance of the Contract by the District. It will be the responsibility of the Contractor to notify the Department of Labor and Industries of Contract completion.
11. The District reserves the right to terminate the contract or temporarily halt work prior to the end of the calendar year for any reason the District may deem necessary. The Contractor will be given five (5) working days' notice of the termination of the contract or temporary halting of work under this contract, as well as five (5) working days' notice to provide crew and equipment for the resumption of work after any temporary halting.
12. The Contractor shall have, and maintain throughout the contract period, insurance and benefits in the following minimum requirements:
 - a. Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf, of its employees.
 - b. Employer's liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000.00
 - c. Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming the District as additional insured and add a



separation of insured clause or a cross liability endorsement.

The District shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.

Contractor shall deliver to the Purchasing Department of the District, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by the District and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that not less than thirty (30) days advance notice will be given in writing to the District prior to cancellation, termination or alteration of said policies of insurance. Such advance notice of cancellation, termination, or alteration of said policies shall be delivered to the Purchasing Department of the District.

13. The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provision of federal, state, and municipal safety laws and building and construction codes.
14. The Contractor may adjust the labor portion of the costs during the term of this contract to reflect any changes made in the current and prevailing union schedule of wages and working conditions. No adjustment will be allowed for equipment overhead or equipment.
15. The District reserves the right to increase/decrease the number of crews working, during the contract period according to the workload. The number or required crews will be determined by the District.
16. This contract shall be in full force beginning January 1, 2017 and in effect through December 31, 2017. The District, solely at its option, may extend the contract on an annual basis for an additional four year period.

BOYD'S TREE SERVICE

Authorized by: (Print name & title)

Signature: _____

Date: _____

UBI No. _____

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

Chad B. Bartram, General Manager

Authorized by: (Print name & title)

Signature: _____

Date: November 29, 2016

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

Date: November 29, 2016

Time: 9:00 a.m.

Place: 2721 West 10th Avenue, Kennewick, Washington

Attendees:

Commissioners Sanders, Bush and Hall

General Manager Bartram

Assistant General Manager Hunter

Legal Counsel Hultgrenn

Senior Director of Engineering and Power Management Dunn

Director of Finance Meyer

Director of Customer Programs and Services Ball

Manager of Power Resources Johnson

Manager of Human Resources Wenner

Manager of Information Technology Folta

Manager of Communications and Governmental Relations Miller

Manager of Contracts and Purchasing Ochweri

Manager of Key Accounts McAloon

Supervisor of System Engineering Edwards

Supervisor of Risk Management & Treasury White

Supervisor of Executive Administration Cole

Financial Analyst Pryor

Executive Assistant – AGM Schlekewey

Guests: Greg Marney, Rich Nall and Tonya Tier, Northwest Open Access Network (NoaNet);
Larry Felton, Bonneville Power Administration (BPA)

The Pledge of Allegiance was given.

Open Public Hearing – Discussion on the District's consideration to surplus and sell a portion of real property located at 401 North Hartford Street, Kennewick, Washington

President Lori Sanders opened the public hearing at 9:00 a.m. and stated the purpose of the public hearing was to hear staff recommendation and accept public comments on the District's consideration to surplus and sell a portion of real property located at 401 North Hartford Street, in Kennewick, Washington.

Supervisor of System Engineering gave a presentation on the property located at 401 North Hartford Street, Kennewick, and reviewed the portion of the property recommended to surplus and sell. Supervisor stated the fair market value of the property was determined to be \$28,772,

which was the price included in the proposed "Agreement to Purchase and Sell Real Estate", and that the property was surplus to the District's needs.

At 9:10 a.m., President Lori Sanders asked for public comment and none was received.

At 9:11 a.m., President Lori Sanders closed the public hearing.

Resolution No. 2386, Property Surplus and Sale – A portion of Benton PUD Future Substation Property Located at 401 North Hartford Street, Kennewick, Washington

Supervisor of System Engineering recommended the Commission adopt a resolution to surplus and sell a portion of District-owned property located at 401 North Hartford Street, Kennewick, Washington.

A brief discussion was held on other properties owned by the District.

Motion by Barry Bush, seconded by Jeff Hall to adopt Resolution No. 2386, declaring certain property surplus to the District's needs, and authorizing the sale of certain property located at 401 North Hartford Street, Kennewick, Washington.

MOTION CARRIED UNANIMOUSLY.

Management Report

General Manager:

1. A draft Designation of Representatives for 2017 was distributed. A final recommendation will be brought to the December 13, 2016 commission meeting. A discussion was held on the District's current membership with the Benton Franklin Council of Governments, and after discussion the Commission concurred to cancel the membership at this time and remove from the Designation of Representatives for 2017.

Manager of Communications and Governmental Relations:

1. A recap of the Columbia River System Operations meeting held by federal agencies in Pasco on the subject of breaching the Snake River dams was provided and an editorial and article from the Tri-City Herald were distributed.

Senior Director of Engineering and Power Management:

1. The Commission was updated on the Pacific PUD pole attachment case which ruled in favor of Pacific PUD. Legal Counsel briefed the Commission on possible next steps that may occur. Senior Director discussed Consent Agenda Item 6g as representing one of the creative strategies the District is implementing in order to deal with pole attachment deficiencies.

Consent Agenda

Motion by Barry Bush, seconded by Jeff Hall to approve the Consent Agenda as follows:

- a) Approving the minutes of the regular commission meeting of November 15, 2016.
- b) Approving the minutes of public hearing on preliminary 2017 budget of November 7, 2016.

- c) Approving the Periodic Travel Report dated November 29, 2016.
 - d) Approving Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing made available to the Commission. As of this date, the Commission does approve the following for payment: Accounts Payable: Automated Clearing House (ACH) payments 16416-16495 in the total amount of \$708,824.14, Warrants (CHK) 66086-66131 66233-66241 in the total amount of \$351,412.72, Electronic Fund Transfer (EFT) Payments 3747-3757 in the total amount of \$959,671.18, Customer Refund (CC&B) payments 66132-66232 in the total amount of \$15,048.58; Residential Conservation Rebates: Credits on Customer Accounts in the total amount of \$160.00; Payroll: Direct Deposit 11/17/16 52808-52967 in the total amount of \$330,549.25, for a grand total of \$2,365,665.87. For November 2016, cancelled CC&B in the total amount of \$286.59 and voided ACH in the total amount of \$9,601.34 were included on the report.
 - e) Awarding Contract No. 16-21 for Electric Utility Tree Pruning-Vegetation Management, to Boyd's Tree Service of Kennewick, Washington, for the total amount of \$676,000, with the option to extend for four (4) additional one year terms.
 - f) Awarding Contract No. 16-22 for Wood Pole Inspection and Treatment to Pacific Pole Inspections, of Kelso, Washington, for the total amount of \$169,745, plus Washington State sales tax in accordance with RCW 54.04.080, for a term of one year with an option to extend for four (4) additional one year terms.
 - g) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 6 of Contract No. 10-21-12 with Falcon Video Communications, LP dba Charter Communications, for Benton PUD to furnish and retain ownership of communications cross-arms as a means to correct NESC violations related to Charter's pole attachments on District poles, with Charter personnel installing the cross-arms at no charge.
 - h) Reviewing Strategic Plan – 2016-2017 Addendum.
- MOTION CARRIED UNANIMOUSLY.

2017 Preliminary Budget – Close Public Comment Period

Director of Finance stated no public comments were received on the preliminary 2017 budget since the District's public hearing held on November 7, 2016.

Motion by Jeff Hall, seconded by Barry Bush to close the public comment period on the 2017 Preliminary Budget.

MOTION CARRIED UNANIMOUSLY.

Director of Finance gave a presentation update on the District's financial forecast, noting that BPA has published its first BP-18 Power and Transmission Rate proposal, which is slightly lower than what was assumed in the 2017 preliminary budget. The District's preliminary budget has been adjusted accordingly.

Supervisor of Risk Management and Treasury updated the Commission on changes to the budget, stating net power costs are reduced by \$0.5 million and 2017 revenue increase assumptions are lowered to 2.9%.

Resolution No. 2387, Declaring December 15, 2016 as Hydropower Appreciation Day in Benton County

Manager of Communications and Governmental Relations recommended the Commission adopt a resolution declaring December 15, 2016 as Hydropower Appreciation Day. In order to show support of the dams and to promote the multitude of benefits of the hydro system, PUDs across the state are passing similar resolutions.

Motion by Barry Bush, seconded by Jeff Hall approving Resolution No. 2387, declaring December 15, 2016 as Hydropower Appreciation Day in Benton County.

MOTION CARRIED UNANIMOUSLY.

At 9:40 a.m., President Lori Sanders announced that the commission meeting would recess for 10 minutes.

At 9:50 a.m., President Lori Sanders announced that the commission meeting would reconvene into regular open public session.

Broadband Workshop – Strategic Discussion

General Manager stated that periodically commission workshops are held on issues relating to broadband or when opportunities arise, with the most recent workshop being held in May of 2015 with Mr. Tim Blodgett. General Manager stated that no recommendations are being requested today; however a presentation is planned on some identified opportunities.

Senior Director of Engineering and Power Management introduced Mr. Greg Marney, Mr. Rich Nall, and Ms. Tonya Tier, of the Northwest Open Access Network (NoaNet). Senior Director reviewed Schedule A of the District's current policy on telecommunications, stating that District and NoaNet staff recommend the District consider taking action to restructure rates to increase the value of the broadband system to customers and increase cash flows over the long term.

Mr. Nall briefly discussed what was occurring in the market with the retail service providers. Senior Director held a discussion with the Commission on marketing new services.

Concluding the presentation, Senior Director recommended the Commission consider a pilot project, starting at an initial 60 days, revising the existing line extension policy with up to a \$10,000 credit towards construction, and bundling transport and internet rates (Access Internet). The Commission held a discussion on asking the retail service providers to document the pilot project to identify statistics. Senior Director stated he could develop a template for use.

President Lori Sanders asked if there were any public comments. Mr. Felton, BPA, asked if business owners of property could help control their costs for example by digging their own

trench and Senior Director noted staff always works with property owners to determine if costs can be lowered.

The Commission concurred with staff's direction of preparing for a pilot project, and asked for a recommendation on the pilot at an upcoming commission meeting.

Executive Session

At 11:30 a.m., President Lori Sanders announced that the Commission would go into Executive Session with legal counsel for 10 minutes to discuss potential litigation.

At 11:40 a.m., President Lori Sanders announced that the commission meeting would continue in Executive Session for the same purpose with legal counsel an additional 20 minutes.

At 12:00 p.m., President Lori Sanders reconvened the commission meeting into regular open public session.

General Manager distributed a public records request from Stoel Rives relating to power sales or power purchase agreements.

Hearing no objection, President Lori Sanders adjourned the Commission Meeting at 12:05 p.m.


Lori Kays-Sanders, President

ATTEST:


Jeffrey D. Hall, Secretary



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 05-19, Providing Notice of City Council's Intent to Determine Lodging Tax Funding Awards and Establishing a 45-Day Comment Period

Department:

Assistant City Manager

Ordinance/Resolution Number:

05-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 05-19, providing notice of City Council's intent to determine lodging tax funding awards and establishing a 45-day comment period.

Summary:

On November 7, 2018, the Lodging Tax Advisory Committee (LTAC) met to consider applications for 2019 hotel/motel grant funding. As of the meeting, \$1,172,285 was available for distribution. The City continues to receive approximately \$100,000 a month in lodging tax, which is distributed by the State Treasurer.

In August of 2017, the City received an inquiry from the Joint Legislative Audit and Review Committee (JLARC), the agency responsible for managing and tracking lodging tax expenditures, regarding the City's higher fund balance after the 2016 reporting cycle. While historically the City has followed a conservative approach to the hotel/motel tax allocation and maintained a fund balance going into the subsequent funding year, this fund balance has continued to increase with the recent addition of four new hotels. The annual revenue increased by 52% when compared to 2013 figures, and is expected to continue to increase in 2019 by at least 1.6%.

Members of the LTAC were informed of the inquiry by JLARC. The LTAC considered the 2019 funding applications, and made recommendations as indicated in the attached worksheet. Based on JLARC's recent inquiry, staff recommends different funding awards, which are also captured in the attached worksheet. Staff's position is that the projects meet the legally required criteria, and should be funded in the amounts requested. As stated above, the City receives these funds on a monthly basis, and funds will be available at the time of the event or project construction. As with any tax that is collected, the funds are meant to be expended, especially as no other significant project or initiative has been identified that would warrant saving or increasing the balance for future efforts.

Council is the final determiner of the funding awards. Resolution No. 05-19 provides notice of Council's intent to deviate from the LTAC's recommendations, and establishes a 45-day period for the LTAC to review and provide comment to Council.

Fiscal Impact:

The fiscal impact will be determined by Council action on February 19, 2019.

Attachments:

1. Resolution No. 05-19
2. 2019 Hotel Motel Funding Recommendations

RESOLUTION NO. 05-19

A RESOLUTION of the City of Richland providing notice of City Council's intent to deviate from the Lodging Tax Advisory Committee's 2019 funding recommendations and establishing a 45-day comment period.

WHEREAS, RCW 67.28.180 allows for the collection of lodging tax; and

WHEREAS, pursuant to RCW 67.28.1817, the Lodging Tax Advisory Committee (LTAC) accepts applications and makes recommendations to City Council for funding amounts; and

WHEREAS, City Council is responsible for determining the final lodging tax funding awards, and is authorized to deviate from the LTAC's funding recommendations using an established process under RCW 67.28.1817(2) that requires notice and an opportunity for the LTAC to provide comment; and

WHEREAS, City Council hereby gives notice of its intent to adopt the funding allocations identified in **Exhibit A** at its February 19, 2019 council meeting; and

WHEREAS, the funding allocations identified in **Exhibit A** constitute a deviation from the LTAC's 2019 funding recommendations; and

WHEREAS, at its option, the LTAC has 45 days from adoption of this Resolution No. 05-19 to conduct an analysis and submit comment regarding City Council's proposed funding awards; and

WHEREAS, in providing such comment, the LTAC is to analyze and comment on how the proposed funding awards will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that notice is hereby given of City Council's intent to deviate from the Lodging Tax Advisory Committee's 2019 funding recommendations.

BE IT FURTHER RESOLVED that a 45-day comment period is established, commencing on January 3, 2019, during which the Lodging Tax Advisory Committee may submit comment as described herein to the City Council on Council's intended funding awards.

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 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Exhibit A to Resolution No. 05-19

CITY COUNCIL'S PROPOSED 2019 HOTEL/MOTEL FUNDING AWARDS

First 2% Available Funds = \$649,266 as of 11/7/18

ORGANIZATION	PROPOSED USE OF MONEY	2019 REQUEST	COUNCIL'S INTENDED FUNDING AWARD
ALLIED ARTS ASSOCIATION	ART IN THE PARK	\$5,000.00	\$5,000.00
CITY OF RICHLAND	WILD WEST BASS TOURNAMENT	\$15,000.00	\$15,000.00
CITY OF RICHLAND	2019 GEOCOIN CHALLENGE	\$6,000.00	\$6,000.00
CITY OF RICHLAND	MANHATTAN PROJECT SECRET CITY EVENT	\$3,200.00	\$3,200.00
WEST RICHLAND CHAMBER OF COMMERCE	COOL DESERT NIGHTS	\$18,800.00	\$18,800.00
HANFORD HISTORY PROJECT	MANHATTAN PROJECT 75TH ANNIVERSARY	\$12,000.00	\$12,000.00
NW MOTORBOAT ASSOCIATION	RICHLAND REGATTA	\$15,000.00	\$15,000.00
REACH MUSEUM AND INTERPRETIVE CENTER	MARKETING FOR CULTURAL TOURISM	\$15,000.00	\$15,000.00
TC WATER FOLLIES	COLUMBIA CUP	\$15,000.00	\$15,000.00
ARC TRI-CITIES	SPECIAL OLYMPICS	\$9,000.00	\$9,000.00
THREE RIVERS FOLK SOCIETY	TUMBLEWEED FESTIVAL	\$4,000.00	\$4,000.00
THREE RIVERS ROAD RUNNER	RICHLAND RUN FEST	\$2,000.00	\$2,000.00
THREE RIVERS ROAD RUNNER	TC MARATHON	\$1,500.00	\$1,500.00
TRICITIES SUNRISE ROTARY	SEE 3 SLAM	\$10,000	\$10,000.00
VISIT WASHINGTON	PROMOTING TOURISM VIA EVENT MARKETING	\$100,000	\$0.00
WHITE BLUFFS QUILT MUSEUM	FIBER FEST	\$1,200.00	\$1,200.00
		\$232,700.00	\$132,700.00
		Available	\$649,266.00
		Remaining	\$516,566.00
		Transfer to 2nd 2%	(\$300,000.00)
		Remaining	\$216,566.00
		Estimated 2019 revenue	\$612,280.00
		Total Available	<u>\$828,846.00</u>

Second 2% Available Funds = \$523,020 as of 11/7/18

ORGANIZATION	PROPOSED USE OF MONEY	2019 REQUEST	COUNCIL'S INTENDED FUNDING AWARD
FRIENDS OF BADGER	LITTLE BADGER TRAIL EXPANSION	\$200,000.00	\$200,000.00
CITY OF RICHLAND	PORTABLE FENCING FOR HORN RAPIDS PARK	\$17,500.00	\$17,500.00
CITY OF RICHLAND	WAYFINDING	\$320,000.00	\$320,000.00
CITY OF RICHLAND	BADGER MOUNTAIN PARKING LOT	\$240,000.00	\$240,000.00
CITY OF RICHLAND	JOHN DAM SHADE STRUCTURE	\$25,000.00	\$25,000.00
CITY OF RICHLAND	RIVER FRONT TRAIL	\$100,000.00	\$100,000.00
CITY OF RICHLAND	CITY HALL READERBOARD	\$120,000.00	\$120,000.00
CITY OF RICHLAND	COLUMBIA POINT MARINA PARK	\$350,000.00	\$350,000.00
		\$1,372,500	\$1,372,500.00
		Available	\$523,020.00
		Remaining	-\$849,480.00
		Transfer from 1st 2%	\$300,000.00
		Remaining	-\$549,480.00
		Estimated 2019 Revenue	\$612,280.00
		Remaining	<u>\$62,800.00</u>

2019 HOTEL/MOTEL FUND

November 7 , 2018

Option 1

First 2% Available Funds = \$649,266 as of 11/7/18

ORGANIZATION	PROPOSED USE OF MONEY	2019 REQUEST	2019 LTAC FUNDING RECOMMENDATION	NOT FUNDED	2019 STAFF FUNDING RECOMMENDATION
ALLIED ARTS ASSOCIATION	ART IN THE PARK	\$5,000.00	\$5,000.00		\$5,000.00
CITY OF RICHLAND	WILD WEST BASS TOURNAMENT	\$15,000.00	\$15,000.00		\$15,000.00
CITY OF RICHLAND	2019 GEOCOIN CHALLENGE	\$6,000.00	\$6,000.00		\$6,000.00
CITY OF RICHLAND	MANHATTAN PROJECT SECRET CITY EVENT	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00
WEST RICHLAND CHAMBER OF COMMERCE	COOL DESERT NIGHTS	\$18,800.00	\$18,800.00		\$18,800.00
HANFORD HISTORY PROJECT	MANHATTAN PROJECT 75TH ANNIVERSARY	\$12,000.00	\$12,000.00		\$12,000.00
NW MOTORBOAT ASSOCIATION	RICHLAND REGATTA	\$15,000.00	\$15,000.00		\$15,000.00
REACH MUSEUM AND INTERPRETIVE CENTER	MARKETING FOR CULTURAL TOURISM	\$15,000.00	\$8,000.00	\$7,000.00	\$15,000.00
TC WATER FOLLIES	COLUMBIA CUP	\$15,000.00	\$15,000.00		\$15,000.00
ARC TRI-CITIES	SPECIAL OLYMPICS	\$9,000.00	\$9,000.00		\$9,000.00
THREE RIVERS FOLK SOCIETY	TUMBLEWEED FESTIVAL	\$4,000.00	\$4,000.00		\$4,000.00
THREE RIVERS ROAD RUNNER	RICHLAND RUN FEST	\$2,000.00	\$2,000.00		\$2,000.00
THREE RIVERS ROAD RUNNER	TC MARATHON	\$1,500.00	\$1,500.00		\$1,500.00
TRICITIES SUNRISE ROTARY	SEE 3 SLAM	\$10,000	\$10,000.00		\$10,000.00
VISIT WASHINGTON	PROMOTING TOURISM VIA EVENT MARKETING	\$100,000	\$0.00	\$100,000.00	\$0.00
WHITE BLUFFS QUILT MUSEUM	FIBER FEST	\$1,200.00	\$1,200.00		\$1,200.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
		\$232,700.00	\$122,500.00	\$110,200.00	\$132,700.00
		Available	\$649,266.00		\$649,266.00
		Remaining	\$526,766.00		\$516,566.00
		Transfer to 2nd 2%	(\$300,000.00)		(\$300,000.00)
		Remaining	\$226,766.00		\$216,566.00
		Estimated 2019 revenue	\$612,280.00		\$612,280.00
		Total Available	\$839,046.00		\$828,846.00

Second 2% Available Funds = \$523,020 as of 11/7/18

ORGANIZATION	PROPOSED USE OF MONEY	2019 REQUEST	2019 LTAC FUNDING RECOMMENDATION	NOT FUNDED	2019 STAFF FUNDING RECOMMENDATION
FRIENDS OF BADGER	LITTLE BADGER TRAIL EXPANSION	200,000.00	100,000.00	100,000.00	200,000.00
CITY OF RICHLAND	PORTABLE FENCING FOR HORN RAPIDS PARK	17,500.00	17,500.00		17,500.00
CITY OF RICHLAND	WAYFINDING	320,000.00	320,000.00		320,000.00
CITY OF RICHLAND	BADGER MOUNTAIN PARKING LOT	240,000.00	140,000.00	140,000.00	240,000.00
CITY OF RICHLAND	JOHN DAM SHADE STRUCTURE	25,000.00	0.00	25,000.00	25,000.00
CITY OF RICHLAND	RIVER FRONT TRAIL	100,000.00	100,000.00		100,000.00
CITY OF RICHLAND	CITY HALL READERBOARD	120,000.00	85,000.00	35,000.00	120,000.00
CITY OF RICHLAND	COLUMBIA POINT MARINA PARK	350,000.00	0.00	350,000.00	350,000.00
		\$1,372,500	762,500.00		1,372,500.00
		Available	523,020.00		523,020.00
		Remaining	-239,480.00		-849,480.00
		Transfer from 1st 2%	300,000.00		300,000.00
		Remaining	60,520.00		-549,480.00
		Estimated 2019 Revenue	612,280.00		612,280.00
		Remaining	672,800.00		62,800.00

Updated December 21, 2018

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 06-19, Authorizing a Solid Waste Collection Transition Agreement with Ed's Disposal, Inc. related to the Annexed Lorayne J Properties

Department:
Public Works

Ordinance/Resolution Number:
06-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 06-19, authorizing the City Manager to sign and execute a solid waste collection agreement with Ed's Disposal, Inc. for recently annexed Lorayne J properties.

Summary:

Washington State, through the Utilities and Transportation Commission (WUTC), regulates solid waste collection services. WUTC oversees the terms and rates for services delivered within geographic permit boundaries. For most of Washington State, private-sector solid waste collection companies hold WUTC permits and deliver services.

State law empowers cities to assume authority over solid waste collection services within their boundaries. A city's authority can be exercised by providing services as a municipal operation, as Richland does, or by contracting. An annexation by a city brings property once under the authority of the WUTC's process under the city's authority.

To address the potential disruption to a solid waste collection company's business, state law provides that a city completing an annexation process must contract with the WUTC permit holder for a period of at least seven (7) years. Current best practice is to extend this minimum contracting period to ten (10) years because the extension enables a release of all damage claims by the collection company.

The recent Lorayne J Annexation added property to the City that is included in a WUTC permit held by Ed's Disposal, Inc. The proposed agreement enables Ed's Disposal, Inc. to continue to operate under the terms of its WUTC permit until December 31, 2028, after which the City may choose how services are provided to these properties. The proposed agreement follows a template negotiated and implemented over the past several years.

Staff recommends approval of Resolution No. 06-19.

Fiscal Impact:

Fiscal impact in the near term will be minimal. There are approximately 120 established properties that will continue to be served by Ed's Disposal, Inc. or Waste Management. The resulting solid waste services will generate utility tax revenues paid by Ed's Disposal, Inc. to the general fund. In addition, the agreement allows the City's Solid Waste utility to collect a surcharge from Ed's Disposal, Inc. customers to support the customer's use of the City's landfill at City resident rates.

Attachments:

1. Resolution No. 06-19
2. Collection Transition Agreement - EdsDisposal - Lorayne J

RESOLUTION NO. 06-19

A RESOLUTION of the City of Richland authorizing a Solid Waste Collection Agreement with Ed's Disposal for properties affected by the Lorayne J Annexation.

WHEREAS, by Ordinance No. 51-18, adopted November 6, 2018, the City of Richland annexed property known as the Lorayne J Annexation; and

WHEREAS, Ed's Disposal holds Certificate No. G-110 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the annexed property; and

WHEREAS, pursuant to RCW 35.13.280, the WUTC regulates the collection of solid waste within the Lorayne J Annexation until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection under RCW 81.77.020; and

WHEREAS, the City provided the WUTC with written notice of intent to collect solid waste in the Lorayne J Annexation; and

WHEREAS, RCW 35.13.280 requires the City to grant to Ed's Disposal a franchise for collection of solid waste in the Lorayne J Annexation for a term of not less than seven (7) years; and

WHEREAS, the proposed Solid Waste Collection Agreement with Ed's Disposal grants a franchise for a 10-year term to comply with RCW 35.13.280 and to resolve any potential claim against the City for damages; and

WHEREAS, the proposed agreement requires Ed's Disposal to pay City Utility Occupation Tax and such other fees as required by the Richland Municipal Code; and

WHEREAS, the proposed agreement includes a transition planning process that will allow the City to evaluate the best path forward for its residents upon expiration of the agreement.

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 solid waste collection agreement with Ed's Disposal for customers located within the Lorayne J Annexation area.

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 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Lorayne J Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between ED’S DISPOSAL, INC. (“ED’s”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 51-18, dated November 6, 2018 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Lorayne J Annexation** (the “Annexed Territory”);

WHEREAS Ed’s holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Waste Management of Washington, Inc. (“WMW”) holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to Ed’s a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to ED’s a seven-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to Ed’s a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and Ed’s agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a seven year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to Ed’s the exclusive right (shared with WMW in overlapping territory) to collect MSW from residential, commercial and

industrial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing Ed's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2028**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate Ed's for any and all measurable damages Ed's has incurred as a result of the annexation and cancellation of their MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 3 below), the City hereby grants to Ed's the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re WMW. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for Ed's customer's located within Ed's Certificates G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and

4.2. Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to Ed's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on Ed's Collection Services within the Annexed Territory, the City shall notify Ed's a minimum of THIRTY (30) days before the taking effect of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs

applicable to MSW collection within their Certificate No. G-110 territory in Benton County. In the event that the WUTC approves revisions to Ed's WUTC Tariffs, Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify Ed's in writing of the additional services requested, and Ed's shall have the right to provide such additional services during the Transition Period. If Ed's elect to provide such additional services, Ed's shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If Ed's either (a) notify the City in writing of its decision not to provide such additional services, or (b) fail to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those Additional Services or provide those services itself within the Annexed Territory

8. Billing. Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. Ed's shall invoice their customers generally consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. Ed's shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). Ed's shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, Ed's shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and Ed's WUTC Tariffs.

11. Transition of Ed's Collection Services to City. After the end of the Transition Period:

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or providing MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. Ed's acknowledge that by entering into this franchise, they intend to waive all claims under RCW 35.13.280, including those for measurable damages which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. Ed's shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from Ed's to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area pursuant to RCW 81.77.020, and commence services as described in the No. 1 above. As required by WAC 480-70-141(3), Ed's shall be responsible for notifying the WUTC that Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If any Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of the other Party, except that Ed's may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to Ed's: <u>Ed's Disposal Inc.</u> <u>PO Box 3850</u> <u>Pasco, WA 99302-3850</u>	If to City: <u>City of Richland</u> <u>505 Swift Boulevard, MS-26</u> <u>Richland, Washington 99352</u> <u>Pete Rogalsky, Public Works</u>
Attention: <u>Darrick Dietrich, President</u>	Attention: <u>Director</u>

17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

18. Advice of Counsel/Full Understanding. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter. Moreover, the parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have been fully advised by their independent legal counsel, accountants and other advisors with respect thereto.

19. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

20. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

21. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by mediation or arbitration in Pasco or Richland, Washington in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise ordered or agreed to by the parties. Other than mediation costs, in the event any arbitration or legal action is taken by either party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party of such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees and expenses incurred by the prevailing party.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

25. No Admission of Liability. This Agreement does not constitute and shall not be construed as an admission of liability, fault or responsibility on the part of any of the Parties.

26. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

27. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

28. Headings Not Controlling. The paragraph headings included herein are for reference only and are not parts of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

29. Equal Participation in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language.

30. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce compliance thereafter with each and every term and condition of this Agreement.

31. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

ED'S DISPOSAL, INC.

By: _____
Name: Cynthia D. Reents
Title: City Manager
Date: _____

By: _____
Name: Darrick Dietrich
Title: President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: David W. Wiley
Title: _____

Attachment:
Exhibit A - Ordinance No. 51-18



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 07-19, Authorizing a Pre-Construction Grant Agreement with the Department of Ecology for Stormwater Projects in Meadow Springs, North Richland and the Uptown Shopping Center

Department:
Public Works

Ordinance/Resolution Number:
07-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 07-19, authorizing a grant agreement with the Department of Ecology to fund design work on several stormwater water quality projects.

Summary:

In 2015, the Washington State Legislature authorized the Washington State Department of Ecology (Ecology) to provide grant funds to agencies subject to National Pollution Discharge Elimination System Stormwater permits for the purpose of developing water quality retrofit projects. The funds were to be used to complete feasibility studies and preliminary engineering for projects that would improve the water quality of stormwater discharged to surface water bodies. These projects, if completed, will contribute to the City's Strategic Leadership Plan natural resources management focus area. In the fall of 2018, Ecology offered a funding agreement to the City.

The grant amount was set by Ecology at \$120,000, with the grant covering 100% of eligible costs. City staff believe the grant capacity is sufficient to develop two to three project designs. City staff used the City's adopted Stormwater Management Plan and contributing engineering studies to select potential project locations. The first and highest priority site will be in Meadow Springs, where a long-standing stormwater outfall impacts the Meadow Springs Golf Course. Staff intends to work closely with golf course management to develop a design. Previous studies identified several areas in north Richland and the Uptown Shopping Center parking lot as potential opportunities. The north Richland sites do not include the Saint Street area that was considered several years ago. The Uptown parking lot project will be closely coordinated with the Community Development Department, Parks and Public Facilities Department, and the Uptown Business Improvement District as it is developed. None of these projects will be advanced without grant funds to offset construction costs. Staff will present projects to Council for approval.

Staff recommends approval of Resolution No. 07-19.

Fiscal Impact:

This project, including the Ecology funding source, is included in the 2019-2024 Capital Improvement Plan - Stormwater Water Quality Retrofit Program. The agreement will provide 100% funding of eligible design costs up to \$120,000.

Attachments:

1. Resolution No. 07-19
2. Ecology Pre-Construction Grant Agreement - MeadowSprings-UptownLID

RESOLUTION NO. 07-19

A RESOLUTION of the City of Richland authorizing acceptance of a stormwater grant through execution of a grant agreement with the Washington State Department of Ecology for design work involving Meadow Springs, North Richland outfalls and the Uptown Shopping Center.

WHEREAS, the City of Richland's stormwater management operation is regulated by a Washington State-issued National Pollution Discharge Elimination System (NPDES) permit; and

WHEREAS, the NPDES permit makes the City responsible for the quality of stormwater runoff discharged to the Columbia and Yakima Rivers; and

WHEREAS, the City's Strategic Leadership Plan includes a goal to reduce stormwater-conveyed pollutant loading to the rivers; and

WHEREAS, in 2015, the Washington State Department of Ecology (Ecology) notified the City of its intent to award grant funds to the City for the purpose of designing potential water quality improvement projects for its stormwater system; and

WHEREAS, in April of 2016, Ecology notified the City that funding was not available to fulfill the 2015 grant award decision, but that future funds availability was anticipated; and

WHEREAS, said funding is now available, and the City has negotiated a proposed grant funding agreement with Ecology; and

WHEREAS, the 2019–2024 Capital Improvement Plan (CIP) includes the grant funding in the Water Quality Retrofit Program; and

WHEREAS, grant funds will be used to design potential water quality improvement features at up to three (3) locations, including Meadow Springs, North Richland and the Uptown Shopping Center; and

WHEREAS, the City and Ecology desire to complete implementation of this design work as part of their ongoing objective to improve the water quality of stormwater runoff discharges to area rivers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute an agreement with Ecology for acceptance of grant funds for stormwater quality improvement project design.

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 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WQSWPC-2016-Richla-00079

WATER QUALITY STORMWATER PRE-CONSTRUCTION GRANTS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF RICHLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Richland, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	12/31/2021
Project Type:	Stormwater Green Retrofit Pre-Construction Planning and Design

Project Short Description:

This project will improve water quality in the Columbia River through design of stormwater facilities in Meadow Springs, North Richland Outfalls, and the Uptown Mall Parking lot in the City of Richland. These project designs will include facilities to treat total suspended solids, oil, dissolved copper, dissolved zinc, and total phosphorus, and will also recharge aquifers by increasing stormwater infiltration and providing stormwater retention.

Project Long Description:

This project will improve water quality in the Columbia River by completing 90 percent design of a water quality facility in the Meadow Springs area. In addition, this project will complete, at a minimum, a design report for two additional sites including North Richland Outfalls (NR06, NR07, NR08, NR09), and the Uptown Mall Parking Lot. The Meadow Springs project consists of two outfalls in close proximity that serve a combined area of 20 acres that is zoned residential. The North Richland Outfalls have a combined contributing area of 1,600 acres with a mix of commercial and residential land use. The Uptown Mall Parking lot (UB02) has a

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

contributing area of 15 acres of commercial land use.

The project will be designed according to the Stormwater Management Manual of Eastern Washington and the Eastern Washington Stormwater Low Impact Development Guidance Manual. The goal is to provide treatment for total suspended solids (TSS), oil, dissolved copper, dissolved zinc, and total phosphorus, and recharge aquifers by increasing stormwater infiltration and providing stormwater retention.

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

RECIPIENT INFORMATION

Organization Name: City of Richland

Federal Tax ID: 91-6015119

DUNS Number: 071850283

Mailing Address: 505 Swift Boulevard, MS#26
Richland, WA 99352Physical Address: 505 Swift Boulevard, MS#26
Richland, Washington 99352

Organization Email: srichards@ci.richland.wa.us

Organization Fax: (509) 942-7468

Contacts

Project Manager	Brian Olle Civil Engineer 505 Swift Boulevard, MS#26 Richland, Washington 99352 Email: bolle@ci.richland.wa.us Phone: (509) 942-7500
Billing Contact	Shari Richards Public Works Admin Supervisor 505 Swift Boulevard, MS#26 Richland, Washington 99352 Email: srichards@ci.richland.wa.us Phone: (509) 942-7466
Authorized Signatory	Peter Rogalsky Public Works Director 505 Swift Boulevard Richland, Washington 99352 Email: progalsky@ci.richland.wa.us Phone: (509) 942-7558

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Scheffer 1250 W Alder St. Union Gap, Washington 98903-0009 Email: SCHE461@ecy.wa.gov Phone: (509) 454-7298
Financial Manager	Sarah Zehner Water Quality Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: szez461@ecy.wa.gov Phone: (360) 407-7196
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

Agreement No:

WQSWPC-2016-Richla-00079

Project Title:

Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name:

City of Richland

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Richland

By: _____

By: _____

Heather R. Bartlett
Water Quality
Program Manager

Date

Peter Rogalsky
Public Works Director

Date

Template Approved to Form by
Attorney General's Office

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

Cynthia D. Reents

City Manager

Date

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

SCOPE OF WORK

Task Number: 1

Task Cost: \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Brian Olle**Project Administration/Management****Deliverables**

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

SCOPE OF WORK

Task Number: 2 Task Cost: \$115,000.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Brian Ollie

Design Plans and Specs, Environmental Review**Deliverables**

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

BUDGET**Funding Distribution EG190205**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Green Retrofit Incentive

Funding Type: Grant

Funding Effective Date: 07/01/2018

Funding Expiration Date: 12/31/2021

Funding Source:

Title: SFAP-2018 (Pre-Construction Grants: 2018)

Type: State

Funding Source %: 100%

Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP Green Retrofit Incentive	Task Total
Project Administration/Management	\$ 5,000.00
Design Plans and Specs, Environmental Review	\$ 115,000.00

Total: \$ 120,000.00

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP Green Retrofit Incentive	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project

Agreement No: WQSWPC-2016-Richla-00079

Project Title: Meadow Springs, N Richland Outfalls, and Uptown Mall LID Stormwater Project

Recipient Name: City of Richland

Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

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“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document

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when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the

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registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before

this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager. To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization’s information in the System for Award Management (SAM),

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<https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this

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Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et

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seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see

www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan

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and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

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P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

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RECIPIENT” to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

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3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

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Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

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You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 08-19, Authorizing a Financial Assistance Agreement with the Department of Ecology for the Columbia Park Trail - Leslie Treatment Retrofit Project

Department:

Public Works

Ordinance/Resolution Number:

08-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 08-19, authorizing a Department of Ecology Stormwater Grant Agreement for the Columbia Park Trail - Leslie Road Stormwater Treatment Retrofit project.

Summary:

In October 2017, City Council approved Resolution No. 190-17, authorizing a grant application to the Washington State Department of Ecology (Ecology) for a stormwater improvement project along Columbia Park Trail between Leslie Road and Rockwood Drive. The project was selected for funding.

Ecology and the City have negotiated the proposed grant funding agreement. The agreement would fund 75% of project expenses, with the City's Stormwater Utility Fund providing 25% matching funds.

This project is included in the 2019 - 2024 Capital Improvement Plan Stormwater Water Quality Retrofit Program and will advance the City's Strategic Leadership Plan goal of improving water quality in the lower Yakima River.

The project will require permitting from the U.S. Army Corps of Engineers for the water quality treatment feature near the intersection of Leslie Road and Columbia Park Trail. Staff anticipates design and permitting work to occur in 2019, with construction likely in 2020.

Staff recommends approval of the grant agreement as it leverages a significant grant to achieve the City's Strategic Leadership Plan objective.

Fiscal Impact:

This project, including the Ecology funding source, is included in the 2019-2024 Capital Improvement Plan - Stormwater Water Quality Retrofit Program. The grant will provide 75% of required project funding, up to a maximum grant of \$749,057. As included in the 2019-2024 CIP, the Stormwater Utility will provide 25% of project funding, up to \$249,685.67.

Attachments:

1. Resolution No. 08-19
2. Ecology Financial Assistance Agreement - CPT-Leslie Stormwater

RESOLUTION NO. 08-19

A RESOLUTION of the City of Richland authorizing acceptance of a stormwater grant through execution of a grant agreement with the Washington State Department of Ecology for the Columbia Park Trail – Leslie Stormwater Treatment Retrofit project.

WHEREAS, the City of Richland's stormwater management operation is regulated by a Washington State-issued National Pollution Discharge Elimination System (NPDES) permit; and

WHEREAS, the NPDES permit makes the City responsible for the quality of stormwater runoff discharged to the Columbia and Yakima Rivers; and

WHEREAS, the City's Strategic Leadership Plan includes a goal to reduce stormwater-conveyed pollutant loading to the rivers; and

WHEREAS, the 2019 - 2024 Capital Improvement Plan includes the Columbia Park Trail – Leslie Road Stormwater Treatment Retrofit project within the Water Quality Retrofit Program; and

WHEREAS, this project adds water quality treatment features near the intersection of Columbia Park Trail and Leslie Road to improve the water quality of stormwater discharge to the surface water features nearby; and

WHEREAS, the project will also improve stormwater conveyance facilities along Columbia Park Trail from Leslie Road to west of Rockwood Drive; and

WHEREAS, the City has negotiated a proposed grant funding agreement with the Washington State Department of Ecology (Ecology) to support this project; and

WHEREAS, the City and WSDE desire to complete implementation of this project as part of their ongoing objective to improve the water quality of stormwater runoff discharges to area rivers.

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 grant agreement to accept grant funds from the Washington State Department of Ecology for the Columbia Park Trail – Leslie Road Stormwater Treatment Retrofit project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



Agreement No. WQC-2019-Richla-00041

WATER QUALITY COMBINED FINANCIAL ASSISTANCE 2019 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF RICHLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Richland, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Columbia Park Trail - Leslie Stormwater Treatment Retrofit Project
Total Cost:	\$998,742.67
Total Eligible Cost:	\$998,742.67
Ecology Share:	\$749,057.00
Recipient Share:	\$249,685.67
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	12/31/2021
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Yakima River through installation of treatment and infiltration best management practices (BMPs) at the confluence of the Yakima River and Columbia River in the City of Richland. This project will provide treatment for total suspended solids (TSS).

Project Long Description:

This project will directly improve the water quality of the Yakima River by treating and infiltrating stormwater runoff that is currently entering the Yakima and its tributaries untreated. The Yakima River is 303d listed with water quality impairments for temperature, total dissolved gas, dioxin, and pH. The majority of the 54 acre basin consists of impervious asphalt surfaces which results in stormwater runoff with increased temperature, especially during summer thunderstorms.

The City of Richland will install treatment and infiltration best management practices the adjacent to the banks of the Yakima River near the confluence with the Columbia River. The direct outfall of untreated stormwater to

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Project Title: Columbia Park Trail - Leslie Stormwater Treatment Retrofit Project

Recipient Name: City of Richland

the Yakima River will be eliminated and this project will also protect the Yakima River and Columbia Irrigation Canal from bank erosion damage and illicit discharges.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Richland

Federal Tax ID: 91-6015119

DUNS Number: 071850283

Mailing Address: 505 Swift Boulevard, MS#26
Richland, WA 99352

Physical Address: 505 Swift Boulevard, MS#26
Richland, Washington 99352

Organization Email: srichards@ci.richland.wa.us

Organization Fax: (509) 942-7468

Contacts

Project Manager	Brian Olle Civil Engineer 505 Swift Boulevard, MS#26 Richland, Washington 99352 Email: bolle@ci.richland.wa.us Phone: (509) 942-7500
Billing Contact	Shari Richards Public Works Admin Supervisor 505 Swift Boulevard, MS#26 Richland, Washington 99352 Email: srichards@ci.richland.wa.us Phone: (509) 942-7466
Authorized Signatory	Peter Rogalsky Public Works Director 505 Swift Boulevard Richland, Washington 99352 Email: progalsky@ci.richland.wa.us Phone: (509) 942-7558

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Scheffer 1250 W Alder St. Union Gap, Washington 98903-0009 Email: SCHE461@ecy.wa.gov Phone: (509) 454-7298
Financial Manager	Sarah Zehner Water Quality Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: szeh461@ecy.wa.gov Phone: (360) 407-7196
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

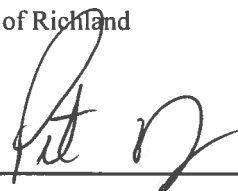
By: _____

Heather R. Bartlett
Water Quality
Program Manager

Template Approved to Form by
Attorney General's Office

Date

City of Richland

By:  _____

Peter Rogalsky
Public Works Director

Date

12/6/2018

Cynthia D. Reents

City Manager Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$1,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Brian Olle

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$66,516.00

Task Title: Design, Plans and Spec, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

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Recipient Name: City of Richland

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Brian Olle

Design, Plans and Spec, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 Task Cost: \$44,344.00

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Brian Olle

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4

Task Cost: \$886,882.67

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation best management practices on the banks of the Yakima River to treat and infiltrate runoff from approximately 54 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions including reductions in the direct outfall of untreated stormwater to the Amon Wasteway, Yakima River, and Columbia River backwater.

Recipient Task Coordinator: Brian Olle

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190229

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP
 Funding Effective Date: 07/01/2018
 Funding Source:
 Funding Type: Grant
 Funding Expiration Date: 12/31/2021

Title: SFAP-SFY19
 Type: State
 Funding Source %: 100%
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 1,000.00
Design, Plans and Spec, Environmental Review	\$ 66,516.00
Construction Management	\$ 44,344.00
Construction	\$ 886,882.67

Total: \$ 998,742.67

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 249,685.67	\$ 749,057.00	\$ 998,742.67
Total		\$ 249,685.67	\$ 749,057.00	\$ 998,742.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project

Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

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“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document

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when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the

registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before

this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager. To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization’s information in the System for Award Management (SAM),

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<https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this

Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et

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Recipient Name: City of Richland

seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see

www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan

and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit

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P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

RECIPIENT” to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

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3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

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You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrc.gov <http://www.fsrc.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

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Recipient Name: City of Richland

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or in part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 09-19, Authorizing a Financial Assistance Agreement with the Department of Ecology for the Columbia Park Trail Stormwater Retrofit Project

Department:
Public Works

Ordinance/Resolution Number:
09-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 09-19, authorizing a Department of Ecology Stormwater Grant Agreement for the Columbia Park Trail Stormwater Retrofit project.

Summary:

In October 2016, Council adopted Resolution No. 198-16, authorizing a grant application to the Washington State Department of Ecology for a stormwater quality improvement project on Columbia Park Trail between SR-240 and the east City limits. Ecology selected the project for funding.

The project will design and install features that apply water quality treatment to stormwater discharged to the Columbia River. These features will be implemented as part of the Columbia Park Trail street improvement project. The street improvement project is funded through a previously approved interlocal agreement with the Port of Kennewick. The project is scheduled for 2019 design and 2020 construction.

Construction of the water quality treatments will improve the quality of stormwater runoff reaching the Columbia River, thus advancing the City's Strategic Leadership Plan goals for management of natural resources.

The grant agreement will provide Ecology funding for 75% of stormwater-related project costs. The City's Stormwater Utility will provide the required 25% matching funds. The street improvement project is funded separately from the stormwater features.

Staff recommends approval of Resolution No. 09-19.

Fiscal Impact:

This project, including the Ecology funding source, is included in the 2019-2024 Capital Improvement Plan - Stormwater Water Quality Retrofit Program. The grant agreement will provide 75% of project costs up to \$463,116. The Stormwater Utility will provide 25% of project costs, up to \$140,970.08.

Attachments:

1. Resolution No. 09-19
2. Ecology Financial Assistance Agreement - CPT Stormwater

RESOLUTION NO. 09-19

A RESOLUTION of the City of Richland authorizing acceptance of a stormwater grant through execution of a grant agreement with the Washington State Department of Ecology for the Columbia Park Trail Stormwater Retrofit project.

WHEREAS, the City's stormwater management operation is regulated by a Washington State-issued National Pollution Discharge Elimination System (NPDES) permit; and

WHEREAS, the NPDES permit makes the City responsible for the quality of stormwater runoff discharged to the Columbia and Yakima Rivers; and

WHEREAS, the City's Strategic Leadership Plan includes a goal to reduce stormwater-conveyed pollutant loading to the rivers; and

WHEREAS, the 2019 – 2024 Capital Improvement Plan (CIP) includes the Columbia Park Trail Stormwater Retrofit project within the Water Quality Retrofit Program; and

WHEREAS, the City has negotiated a proposed grant funding agreement with the Washington State Department of Ecology (Ecology); and

WHEREAS, with this funding in place, this stormwater project will be integrated into the Columbia Park Trail Improvements – East transportation project, scheduled for construction in 2020; and

WHEREAS, the City and Ecology desire to complete implementation of this project as part of their ongoing objective to improve the water quality of stormwater runoff discharges to area rivers.

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 grant agreement with the Washington State Department of Ecology for acceptance of grant funds for the Columbia Park Trail Stormwater Retrofit project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



Agreement No. WQC-2018-Richla-00057

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF RICHLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Richland, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Columbia Park Trail Stormwater Retrofit Project
Total Cost:	\$604,086.08
Total Eligible Cost:	\$604,086.08
Ecology Share:	\$463,116.00
Recipient Share:	\$140,970.08
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	12/31/2021
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Columbia River through installation of bio-infiltration swales and pervious pavement along the Columbia Park Trail in the City of Richland. This project will provide treatment for total suspended sediments, oil, dissolved copper, dissolved zinc, and total phosphorous.

Project Long Description:

This project will improve water quality in the Columbia River through installation of bio-infiltration swales and pervious pavement along the Columbia Park Trail in the City of Richland which will eliminate a direct outfall of untreated stormwater into the Columbia River. The project will treat approximately 9 acres and includes a section of the Columbia Park Trail roadway between North Columbia Center Boulevard and Fowler Street in Richland, Washington. The project's approximate 9 acre drainage area contains primarily impervious roadway surfaces and parking areas for commercial and industrial businesses.

The Columbia and its tributaries have been central to the region's culture and economy for thousands of years.

Agreement No: WQC-2018-Richla-00057
Project Title: Columbia Park Trail Stormwater Retrofit Project
Recipient Name: City of Richland

The Columbia River is listed as a 303(d) section of the Clean Water Act due to its impairment by pollutants. The Columbia River receives pollution from factories, wastewater treatment plants, urban streets and development, and agricultural runoff.

The project is located at the entrance to Bateman Island. Bateman Island is recognized as the furthest upstream point of the Lewis and Clark expedition. It is a tourist destination that provides walking trails and wildlife viewing opportunities. Installing pervious pavement, bio-infiltration swales, trenches, and educational signs with Department of Ecology logo and funding acknowledgement in the parking area will also provide public education opportunities.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Richland

Federal Tax ID: 91-6015119

DUNS Number: 071850283

Mailing Address: 505 Swift Boulevard, MS#26
Richland, WA 99352

Physical Address: 505 Swift Boulevard, MS#26
Richland, Washington 99352

Organization Email: srichards@ci.richland.wa.us

Organization Fax: (509) 942-7468

Contacts

Project Manager	Brian Olle Civil Engineer 505 Swift Boulevard, MS#26 Richland, Washington 99352 Email: bolle@ci.richland.wa.us Phone: (509) 942-7500
Billing Contact	Shari Richards Public Works Admin Supervisor 505 Swift Boulevard, MS#26 Richland, Washington 99352 Email: srichards@ci.richland.wa.us Phone: (509) 942-7466
Authorized Signatory	Peter Rogalsky Public Works Director 505 Swift Boulevard Richland, Washington 99352 Email: progalsky@ci.richland.wa.us Phone: (509) 942-7558

Agreement No: WQC-2018-Richla-00057

Project Title: Columbia Park Trail Stormwater Retrofit Project

Recipient Name: City of Richland

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Scheffer 1250 W Alder St. Union Gap, Washington 98903-0009 Email: SCHE461@ecy.wa.gov Phone: (509) 454-7298
Financial Manager	Sarah Zehner Water Quality Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: szeh461@ecy.wa.gov Phone: (360) 407-7196
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett
Water Quality
Program Manager
Date

Template Approved to Form by
Attorney General's Office

City of Richland

By:  12/6/2018

Peter Rogalsky
Public Works Director
Date

Cynthia D. Reents

City Manager Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$1,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Brian Olle

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$40,205.76

Task Title: Design, Plans and Spec, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Brian Olle

Design, Plans and Spec, Environmental Review

Deliverables

Number	Description	Due Date
2.1	.Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 Task Cost: \$26,803.84

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Brian Olle

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4

Task Cost: \$536,076.48

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of bio-infiltration swales and pervious pavement to mitigate runoff from 9 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in sediments, hydrocarbons, vehicle fluids, metals, and elevated temperature, and other pollutants.

Recipient Task Coordinator: Brian Olle

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2018-Richla-00057
Project Title: Columbia Park Trail Stormwater Retrofit Project
Recipient Name: City of Richland

BUDGET**Funding Distribution EG190230**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Funding Type: Grant
Funding Effective Date: 07/01/2018 Funding Expiration Date: 12/31/2021

Funding Source:

Title: SFAP-SFY18
Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 1,000.00
Construction Managment	\$ 26,803.84
Construction	\$ 536,076.48

Total: \$ 563,880.32

BUDGET

Funding Distribution EG190231

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Green Retrofit Incentive Funding Type: Grant
Funding Effective Date: 07/01/2018 Funding Expiration Date: 12/31/2021
Funding Source:

Title: SFAP-SFY18
Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP Green Retrofit Incentive	Task Total
Design, Plans and Spec, Environmental Review	\$ 40,205.76

Total: \$ 40,205.76

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 140,970.08	\$ 422,910.24	\$ 563,880.32
SFAP Green Retrofit Incentive	0.00 %	\$ 0.00	\$ 40,205.76	\$ 40,205.76
Total		\$ 140,970.08	\$ 463,116.00	\$ 604,086.08

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

Agreement No: WQC-2018-Richla-00057

Project Title: Columbia Park Trail Stormwater Retrofit Project

Recipient Name: City of Richland

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the

loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

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Project Title: Columbia Park Trail Stormwater Retrofit Project

Recipient Name: City of Richland

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. **Conveyance of Rights to the State of Washington.** Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. **Easements and Leases.** The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. **State Acquisition Policies.** When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. **Certification.** The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

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i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant

signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

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Project Title: Columbia Park Trail Stormwater Retrofit Project

Recipient Name: City of Richland

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report

Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

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Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive

technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington,

including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the

outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become

unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff)

shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

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8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 12-19, Authorizing Relinquishment of a Portion of a Utility Easement at 912 / 914 Birch Avenue

Department:
Public Works

Ordinance/Resolution Number:
12-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 12-19, authorizing the relinquishment of a portion of a public utility easement lying within the property at 912 / 914 Birch Avenue.

Summary:

Larry and Karen Covey, the owners of 912 / 914 Birch Avenue, have requested relinquishment of a portion of a public utility easement lying within their property. The easement was occupied for many years by a City water supply pipeline. In 2010, City Project No. 61-10 replaced the existing backyard water main with a new water main in Birch Avenue.

Upon review, the portion of easement identified to be relinquished is no longer necessary for public use.

As required by state law, a public hearing was held on January 2, 2019 to allow public testimony on the proposed action. Barring any compelling testimony to the contrary, staff recommends approval of Resolution No. 12-19.

Fiscal Impact:

Minor staff time is needed to complete the relinquishment. The requesting party will cover the costs of document recording.

Attachments:

1. Resolution No. 12-19
2. Proposed Relinquishment Instrument

RESOLUTION NO. 12-19

A RESOLUTION of the City of Richland declaring surplus a portion of a certain waterline easement recorded under Benton County Auditor's File No. 356196 and lying within 912 / 914 Birch Avenue.

WHEREAS, Larry E. Covey and Karen K. Covey, owners of the property at 912 / 914 Birch Avenue, have requested that an easement encumbering their property be relinquished; and

WHEREAS, in 2010, City of Richland Project No. 61-10 replaced the existing backyard water main with a new water main in Birch Avenue; and

WHEREAS, this portion of the existing easement is no longer necessary for public utility purposes, and the new water main location will serve the easement's intended purpose; and

WHEREAS, RCW 35.94.040 establishes a process for the disposition of surplus property originally required for public utility purposes; and

WHEREAS, as required by state law, notice of a public hearing concerning this easement relinquishment was published on December 23, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a certain portion of the existing easement, originally acquired for utility purposes and described as follows, is hereby found to be surplus to the City's needs:

A portion of the West 1/2 of Section 10, Township 09 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

That portion of Lot 8 Block 218 of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of said County and State.

Containing 2,336.3 square feet, more or less, according to the bearing and distances listed above and as depicted on **Exhibit A**, attached hereto. As shown on Plat of Richland Easement Sheet 10-D.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute relinquishment documents to release the City's interest in the specific portion of said easement lying within 912 / 914 Birch Avenue, as depicted in **Exhibit A**, and deliver the same upon payment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

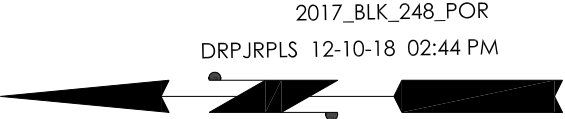
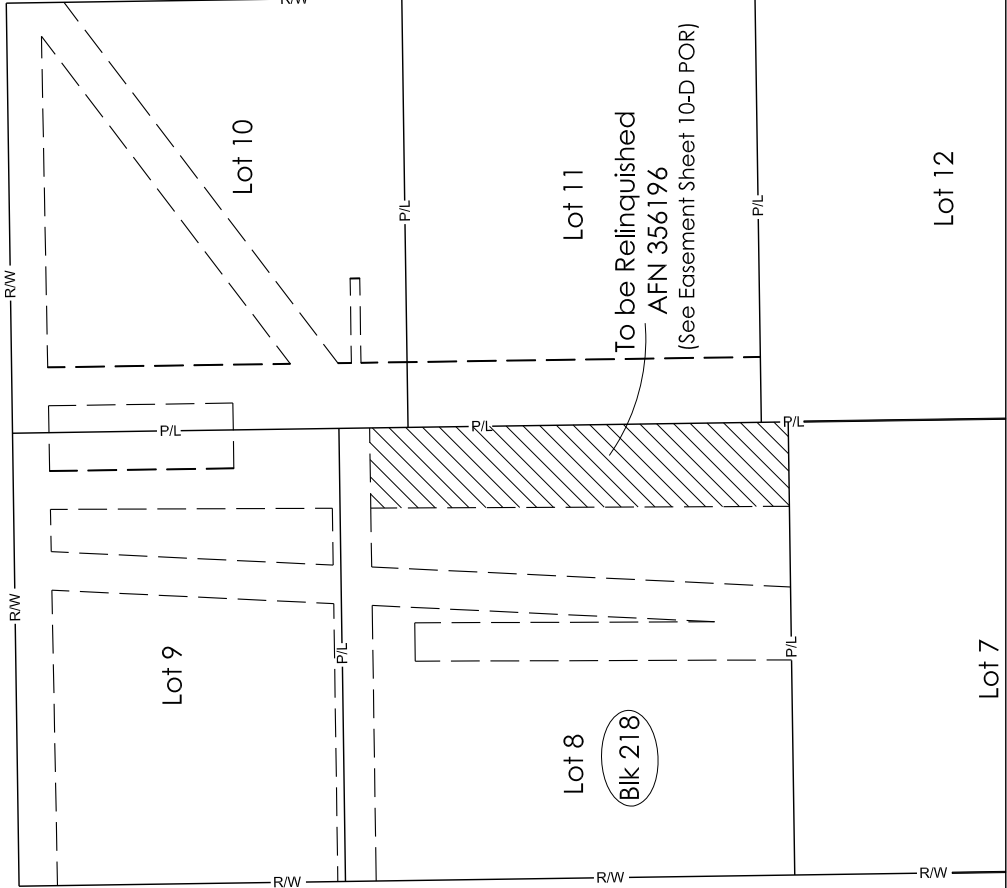
HEATHER KINTZLEY, City Attorney

EXHIBIT "A"

WRIGHT AVE.

SWIFT BLVD.

BIRCH AVE.



2017_BLK_248_POR
DRPJRPPLS 12-10-18 02:44 PM



18-026E	Scale: 1"=50' Drawn: DRPJRPPLS	Date: 12/10/2018 Checked: TJBPLS
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Recording Requested by and
When Recorded Mail to:

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

RELINQUISHMENT OF EASEMENT

Reference # of Document Released,
Partially released or signed: **Benton County Auditor's File No. 356196**

Grantor: **City of Richland**
Grantee: **Larry E. & Karen K. Covey**

Assessor's Tax Parcel ID#: **1-1098-302-0218-008**

The City of Richland ("Grantor"), a municipal corporation of the State of Washington, for and in consideration of \$0.00 (ZERO DOLLARS), receipt of which is hereby acknowledged, does hereby relinquish to **Larry E. & Karen K. Covey** ("Grantee"), their heirs, successors, and assigns, all right, title, or interest in the access portion of that certain utility easement over, under and across property commonly known as 912 / 914 Birch Avenue, Richland, Washington, and recorded under Benton County Auditor's File No. 3596196 as legally described below and shown as relinquishment on **Exhibit A** herein.

A portion of the West 1/2 of Section 10, Township 09 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

That portion of Lot 8 Block 218 of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of said County and State.

Containing 2,336.3 square feet, more or less, according to the bearing and distances listed above and as depicted on the attached, **Exhibit A**. As shown on Plat of Richland Easement Sheet 10-D.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 13-19, Authorizing a First Amendment to the Consulting Agreement with Efficiency Solutions, LLC

Department:
Energy Services

Ordinance/Resolution Number:
13-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 13-19, authorizing a contract amendment to the consulting agreement with Efficiency Solutions, LLC for load forecasting, conservation potential assessment and integrated resource plan support.

Summary:

City of Richland Energy Services has a business need to develop a more precise load forecast (LF), integrated resource plan (IRP) and conservation potential assessment (CPA). The City is currently under contract with Efficiency Solutions, LLC to perform some of this work.

Efficiency Solutions, LLC will provide support to meet schedule and multiyear reporting requirements for the State's Energy Independence Act (RCW 19.285) and Electric Utility Resource Plan Compliance (RCW 19.280). Efficiency Solutions, LLC will provide technical assistance to oversee the RFP scope of work and the consultant(s) who will refine and update the City's load forecast model, integrated resource plan, and conservation potential assessment. Efficiency Solutions will recommend and develop energy efficient and demand response programs to meet the City's operational and economic needs.

Utilizing Efficiency Solutions, LLC is the most cost-effective method to complete this work. Therefore, staff recommends extending the existing contract for these services through 2022.

Fiscal Impact:

The work for 2019 was approved in the City's 2019 Budget in the Electric Utility Fund with work for future years to be funded from future budget appropriations in an amount not to exceed \$250,000.

Attachments:

1. Resolution No. 13-19
2. Proposed First Amendment to Contract No. 244-17
3. Executed Contract 244-17 - Efficiency Solutions, LLC

RESOLUTION NO. 13-19

A RESOLUTION of the City of Richland authorizing a first amendment to the consulting agreement with Efficiency Solutions, LLC.

WHEREAS, the City of Richland and Efficiency Solutions, LLC entered into a consulting agreement on September 21, 2017 for consulting services for electric utility load forecasting (LF), conservation potential assessment (CPA), and integrated resource plan (IRP) support (Richland Contract No. 244-17); and

WHEREAS, an amendment to the contract is required to extend the term through December 31, 2022, and to increase the contract value by an additional \$200,000 to accommodate ongoing annual review and updating of the utility's LF, CPA and energy efficiency program; and

WHEREAS, the new aggregate value of the contract is not to exceed \$250,000.

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 first amendment to the consulting agreement with Efficiency Solutions, LLC.

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 2nd day of January, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH EFFICIENCY SOLUTIONS LLC
CONTRACT NO. 244-17**

AMENDMENT NO. 1

I. RECITALS

There is now in full force and effect between the parties a professional services agreement, Contract No. 244-17, related to **load forecasting and integrated resource plan (IRP) support**. The agreement was fully executed on **9/21/2017**. The expiration date of the agreement is **12/31/2020**. The parties desire to amend the agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend Contract No. 244-17 as follows:

1. The Consultant shall provide services described in the attached **Exhibit A – Detailed Scope of Work**, which is hereby incorporated into Contract No. 244-17.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this amendment shall be \$200,000. The new contract value is now \$250,000.
3. The contract period shall: ☐ remain unchanged; ☒ extend to **12/31/2022**.
4. It is understood and agreed that all other terms and conditions of the agreement shall be and remain the same.

III. SIGNATURES

City:

Efficiency Solutions LLC

By: _____

By: _____

Cynthia D. Reents
Richland City Manager

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Scope of Services

The consultant shall provide technical assistance to the City to refine and update its integrated resource plan (IRP) and conservation potential assessment (CPA), and recommend and develop energy efficient and demand response programs to meet RES operational and economic needs.

1. IRP and CPA Development and Implementation
 - a. Develop IRP and CPA RFP statement of work. Participate in the RFP process. Review and analyze proposals and participate in consultant selection.
 - b. Provide consultant oversight. Review and analyze draft reports during IRP and CPA development.
 - c. Assist with implementing IRP and CPA recommendations.
 - d. Provide on-going support for IRP and CPA updates.
2. RCW 19.285 Energy Independence Act and RCW 19.280 Electric Utility Resource Plan Compliance
 - a. Provide on-going support to meet schedule and reporting requirements to comply with state requirements.
3. Energy Efficiency and Demand Response Programs
 - a. Using RES' IRP, CPA, advanced metering data, and regional data, conduct analyses and make recommendations to help RES reduce system and customers' demand and energy use.
 - b. Recommend energy efficiency and demand response programs.
 - c. Work with RES staff and customers to develop and implement programs that provide economic and operational value to RES and meet customers' needs
 - d. Evaluate effectiveness of programs.
4. Conduct other IRP, conservation, load forecasting, resource management, and related support services as mutually agreed.

Task Schedules:

Task 1 – Complete Tasks 1 a-b by December 15, 2019 and 1c-d through end of contract 12/31/22.

Task 2 – Complete by end of contract 12/31/22.

Task 3 – Complete by end of contract 12/31/22.

Task 4 – Complete by end of contract 12/31/22.



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this 21 day of September, 2017 by and between the City of Richland, 505 Swift Blvd., Richland, Washington, (hereinafter referred to as the "City"), and Efficiency Solutions LLC, 1857 Kingston Road, Richland, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide load forecast and integrated resource plan (IRP) development and maintenance support.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. 244-17
 - (ii) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

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

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2020.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed fifty thousand and 00/100 dollars (\$50,000). Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A – Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's

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

7) TERMINATION

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

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.
- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

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

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

- i) Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

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

17) NOTICES

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

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

Contact Name:	Greg Sullivan
Name of Firm:	Efficiency Solutions LLC
Address:	1857 Kingston Road
Address:	Richland, WA 99354
Email:	sullivan@appliedenergy.us
Phone Number:	509.521.4925

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

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

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

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

1. CHANGES OF WORK

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

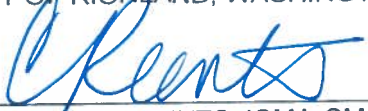
revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

2. **EXTRA WORK**

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

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

CITY OF RICHLAND, WASHINGTON



CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER D. KINTZLEY
City Attorney

CONSULTANT



Signature



Printed Name



1851 Kingston Road
Richland, WA 99354
Address

Phone: 

509.521.4925

Email: 

sullivan@appliedenergy.us

Fax: 

NA

EXHIBIT A: Detailed Scope of Work

The consultant shall provide technical assistance to the City to develop Richland Energy Services' (RES) electrical load forecast, refine and update its integrated resource plan (IRP) and conservation potential assessment (CPA), and recommend and develop energy efficient and demand response programs to meet RES operational and economic needs.

1. RES' Load Forecast Development and Maintenance
 - a. Develop a load forecast to meet RES planning and BPA BP-20 Integrated Planning Review (IPR) schedule.
 - b. Determine load forecast development schedule and requirements through engagement with BPA staff.
 - c. Update RES' load forecast model with customer energy use, retail and substation meter data, weather data, and other necessary data.
 - d. Compare RES' load forecast and the cost of service analysis (COSA) load forecast to determine and document differences.
 - e. Determine if RES' load forecast model will meet RES' future load forecast needs or alternative recommendations for future load forecasts. If so, provide documentation that explains the calculations, assumptions, and sources and staff training
2. Integrated Resource Plan (IRP) and Conservation Potential Assessment (CPA) Analysis Refinement and Recommendations
 - a. Revise IRP with RES load forecast.
 - b. Validate and refine RES' CPA to reflect RES-specific load and customer data.
 - c. Analyze customer data and use information and make recommendations to help RES reduce customer demand and energy use and move demand use to time of day when use is more beneficial to RES' system.
 - d. Recommend energy efficiency and demand response programs.
3. Based on results from Task 2, work with RES staff and customers to develop and implement programs provide economic and operational value to RES and meet customer needs, and evaluate programs' effectiveness.
4. Conduct other IRP, conservation, load forecasting, resource management, and related support services as mutually agreed.

Task Schedules:

- | | |
|--------|---|
| Task 1 | Complete Tasks 1 (items a-d) by December 15, 2017, and 1(item e) by December 31, 2020. |
| Task 2 | Complete Tasks 2 (items a-c) by March 31, 2018, and Task 2 (item d) by December 31, 2020. |
| Task 3 | Complete Tasks by December 31, 2020. |
| Task 4 | Complete Tasks by December 31, 2020. |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2017

PRODUCER

STATE FARM INSURANCE
1901 GEORGE WASHINGTON WAY
RICHLAND, WA 99354
AGENT: JIM OSTRANDER

**INSURED**

GREGORY SULLIVAN
DBA:EFFICIENCY SOLUTIONS LLC
1857 KINGSTON RD
RICHLAND, WA. 99354

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A State Farm Fire and Casualty Company 25143
INSURER B State Farm Mutual Auto Insurance Company 25178
INSURER C
INSURER D
INSURER E

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	X	GENERAL LIABILITY	98-B3-s415-0	02/02/2017	02/02/2018	EACH OCCURRENCE \$ 1,000,000
	X	☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5000
	X	☐ GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$
		☐ POLICY ☐ PRO-JECT ☐ LOC.				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPOP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY	130-9405-F01-47E 2009 NISSAN MURANO	06/01/2017	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☐ ANY AUTO				BODILY INJURY (Per person) \$ 1,000,000
	X	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ 1,000,000
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ 1,000,000
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
		☐ DEDUCTIBLE				\$
		☐ RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
ref contract number 244-17

CERTIFICATE HOLDER

CITY OF RICHLAND
ENERGY SERVICES DEPARTMENT
840 NORTHGATE DRIVE
RICHLAND, WA. 99352

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ATTN: JACKIE CARPENTER

AUTHORIZED REPRESENTATIVE
James Ostrander

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



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

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

SCHEDULE

Policy Number:

Named Insured:

Name And Address Of Additional Insured Person Or Organization:

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

a. Ongoing Operations

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for that additional insured; or

b. Products-Completed Operations

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

- 2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
- 3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

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

All other policy provisions apply.

CMP-4786

c. You and any other involved insured must:

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

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

4. Legal Action Against Us

No person or organization has a right under this policy:

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

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

5. Separation Of Insureds

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

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

SECTION II — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury caused by the "bodily injury".

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



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

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

SCHEDULE

Policy Number:

Named Insured:

Name And Address Of Person Or Organization:

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

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

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

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

All other policy provisions apply.

CMP-4787

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/02/2019

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from December 10, 2018 - December 20, 2018 for \$7,735,645.01 including Check Nos. 263406-264005, Wire Nos. 7256-7263, Payroll Check Nos. 141975-142560, and Payroll Wire/ACH Nos. 10764-10785

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from December 10, 2018, to December 20, 2018 in the amount of \$7,735,645.01.

Summary:

Breakdown of Expenditures:

Check Nos.	263406-264005	3,432,832.87
Wire Nos.	7256-7263	1,635,017.02
Payroll Check Nos.	141975-142560	171,034.19
Payroll Wires/ACH	10764-10785	2,496,760.93
TOTAL		\$7,735,645.01

Fiscal Impact:

Yes

Total Disbursements: \$7,735,645.01.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
DECEMBER 10 - DECEMBER 20, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 7256 to 7263		
Apollo, Inc.	Duportail Bridge - Pay Estimate 9	1,324,767.40
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	195,915.65
Discovery Benefits	Section 125	1,143.08
Richland Golf Management Corporation	Col. Pt. Operating Reimb	113,190.89
	Total Claim Wire Transfers	\$ 1,635,017.02
Payroll Wires & Direct Deposits (ACH) - Wire No. 10764 to 10785		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,496,760.93
Total Claim & Payroll Wires/ACH		\$ 4,131,777.95

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



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001		GENERAL FUND			
Division: 000		UNASSIGNED			
BENTON COUNTY TREASURER		1118BC	263875	CRIME VICTIMS COMP BCDC-NOV18	\$703.48
FLORENCE, DREW		18-453 FLORENCE	263761	18-453 ACCESS LEVEL II	\$152.16
RECWARE REFUND		110618	263840	DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$425.00
			263959	DEPOSIT REFUND	\$425.00
				DEPOSIT REFUND	\$200.00
		112818	263744	DEPOSIT REFUND	\$200.00
		121018	263823	REFUND PARKS & RECREATION	\$67.50
		CLASS REFUND 1	263408	CLASS REFUND	\$0.50
		CLASS REFUND 10	263427	CLASS REFUND	\$16.40
		CLASS REFUND 100	263584	CLASS REFUND	\$126.00
		CLASS REFUND 101	263589	CLASS REFUND	\$4.88
		CLASS REFUND 102	263590	CLASS REFUND	\$1.00
		CLASS REFUND 103	263592	CLASS REFUND	\$2.00
		CLASS REFUND 104	263595	CLASS REFUND	\$28.28
		CLASS REFUND 105	263596	CLASS REFUND	\$1.25
		CLASS REFUND 106	263597	CLASS REFUND	\$9.50
		CLASS REFUND 107	263598	CLASS REFUND	\$5.50
		CLASS REFUND 108	263599	CLASS REFUND	\$2.82
		CLASS REFUND 109	263601	CLASS REFUND	\$4.25
		CLASS REFUND 11	263428	CLASS REFUND	\$0.75
		CLASS REFUND 110	263602	CLASS REFUND	\$0.25
		CLASS REFUND 111	263603	CLASS REFUND	\$21.50
		CLASS REFUND 112	263604	CLASS REFUND	\$24.00
		CLASS REFUND 113	263605	CLASS REFUND	\$6.50
		CLASS REFUND 114	263609	CLASS REFUND	\$15.75
		CLASS REFUND 115	263611	CLASS REFUND	\$5.00
		CLASS REFUND 116	263615	CLASS REFUND	\$6.50
		CLASS REFUND 117	263616	CLASS REFUND	\$7.75
		CLASS REFUND 118	263617	CLASS REFUND	\$2.00
		CLASS REFUND 119		CLASS REFUND	\$15.75
		CLASS REFUND 12	263435	CLASS REFUND	\$5.50
		CLASS REFUND 120	263618	CLASS REFUND	\$1.00
		CLASS REFUND 121	263621	CLASS REFUND	\$28.00
		CLASS REFUND 122	263623	CLASS REFUND	\$2.50
		CLASS REFUND 123	263625	CLASS REFUND	\$5.25
		CLASS REFUND 124	263627	CLASS REFUND	\$1.00
		CLASS REFUND 125	263628	CLASS REFUND	\$8.50



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RECWARE REFUND		CLASS REFUND 126	263629	CLASS REFUND	\$22.25
		CLASS REFUND 127	263631	CLASS REFUND	\$1.00
		CLASS REFUND 128	263635	CLASS REFUND	\$200.00
		CLASS REFUND 129		CLASS REFUND	\$50.00
		CLASS REFUND 13	263437	CLASS REFUND	\$6.50
		CLASS REFUND 130	263641	CLASS REFUND	\$15.00
		CLASS REFUND 131	263642	CLASS REFUND	\$33.00
		CLASS REFUND 132	263643	CLASS REFUND	\$22.50
		CLASS REFUND 133	263644	CLASS REFUND	\$1.75
		CLASS REFUND 134	263645	CLASS REFUND	\$1.75
		CLASS REFUND 135	263646	CLASS REFUND	\$5.25
		CLASS REFUND 136	263647	CLASS REFUND	\$1.75
		CLASS REFUND 137	263648	CLASS REFUND	\$1.50
		CLASS REFUND 138	263650	CLASS REFUND	\$26.00
		CLASS REFUND 139		CLASS REFUND	\$26.00
		CLASS REFUND 14	263439	CLASS REFUND	\$29.75
		CLASS REFUND 140	263650	CLASS REFUND	\$5.50
		CLASS REFUND 141	263652	CLASS REFUND	\$15.00
		CLASS REFUND 142	263654	CLASS REFUND	\$20.00
		CLASS REFUND 143	263655	CLASS REFUND	\$2.00
		CLASS REFUND 144	263657	CLASS REFUND	\$17.50
		CLASS REFUND 145	263658	CLASS REFUND	\$64.00
		CLASS REFUND 146	263659	CLASS REFUND	\$5.25
		CLASS REFUND 147	263660	CLASS REFUND	\$3.00
		CLASS REFUND 148	263662	CLASS REFUND	\$1.25
		CLASS REFUND 149	263663	CLASS REFUND	\$5.50
		CLASS REFUND 15	263440	CLASS REFUND	\$5.50
		CLASS REFUND 150	263665	CLASS REFUND	\$0.50
		CLASS REFUND 151	263666	CLASS REFUND	\$2.00
		CLASS REFUND 152	263667	CLASS REFUND	\$50.00
		CLASS REFUND 153	263670	CLASS REFUND	\$7.75
		CLASS REFUND 154	263673	CLASS REFUND	\$1.25
		CLASS REFUND 155	263675	CLASS REFUND	\$18.75
		CLASS REFUND 156	263677	CLASS REFUND	\$3.65
		CLASS REFUND 157	263678	CLASS REFUND	\$13.00
		CLASS REFUND 158	263679	CLASS REFUND	\$5.50
		CLASS REFUND 159	263680	CLASS REFUND	\$3.65
		CLASS REFUND 16	263441	CLASS REFUND	\$0.50
		CLASS REFUND 160	263681	CLASS REFUND	\$13.50
		CLASS REFUND 161	263683	CLASS REFUND	\$1.00
		CLASS REFUND 162	263684	CLASS REFUND	\$53.50



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RECWARE REFUND		CLASS REFUND 163	263688	CLASS REFUND	\$9.50
		CLASS REFUND 164	263692	CLASS REFUND	\$26.00
		CLASS REFUND 165	263694	CLASS REFUND	\$100.00
		CLASS REFUND 166	263695	CLASS REFUND	\$1.00
		CLASS REFUND 167		CLASS REFUND	\$7.31
		CLASS REFUND 168	263696	CLASS REFUND	\$40.00
		CLASS REFUND 169	263699	CLASS REFUND	\$5.50
		CLASS REFUND 17	263442	CLASS REFUND	\$8.25
		CLASS REFUND 170	263702	CLASS REFUND	\$8.25
		CLASS REFUND 171	263703	CLASS REFUND	\$64.00
		CLASS REFUND 172	263704	CLASS REFUND	\$16.75
		CLASS REFUND 173	263709	CLASS REFUND	\$2.07
		CLASS REFUND 174	263710	CLASS REFUND	\$5.50
		CLASS REFUND 175	263711	CLASS REFUND	\$100.89
		CLASS REFUND 176	263716	CLASS REFUND	\$60.00
		CLASS REFUND 177	263718	CLASS REFUND	\$48.00
		CLASS REFUND 178	263719	CLASS REFUND	\$3.00
		CLASS REFUND 179		CLASS REFUND	\$15.25
		CLASS REFUND 18	263444	CLASS REFUND	\$6.00
		CLASS REFUND 180	263720	CLASS REFUND	\$70.00
		CLASS REFUND 181	263721	CLASS REFUND	\$2.00
		CLASS REFUND 182	263722	CLASS REFUND	\$24.00
		CLASS REFUND 183	263723	CLASS REFUND	\$6.25
		CLASS REFUND 184	263724	CLASS REFUND	\$3.00
		CLASS REFUND 185	263725	CLASS REFUND	\$22.50
		CLASS REFUND 186	263726	CLASS REFUND	\$44.47
		CLASS REFUND 187	263727	CLASS REFUND	\$22.50
		CLASS REFUND 188	263728	CLASS REFUND	\$5.50
		CLASS REFUND 189	263730	CLASS REFUND	\$5.25
		CLASS REFUND 19	263445	CLASS REFUND	\$5.50
		CLASS REFUND 190	263731	CLASS REFUND	\$5.25
		CLASS REFUND 2	263409	CLASS REFUND	\$7.00
		CLASS REFUND 20	263447	CLASS REFUND	\$4.00
		CLASS REFUND 21	263448	CLASS REFUND	\$5.50
		CLASS REFUND 22	263450	CLASS REFUND	\$25.00
		CLASS REFUND 23	263451	CLASS REFUND	\$4.60
		CLASS REFUND 24	263459	CLASS REFUND	\$1.00
		CLASS REFUND 25	263460	CLASS REFUND	\$20.00
		CLASS REFUND 26		CLASS REFUND	\$2.00
		CLASS REFUND 27		CLASS REFUND	\$1.00
		CLASS REFUND 28	263462	CLASS REFUND	\$2.25



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RECFWARE REFUND		CLASS REFUND 29	263472	CLASS REFUND	\$1.25
		CLASS REFUND 3	263410	CLASS REFUND	\$53.00
		CLASS REFUND 30	263473	CLASS REFUND	\$10.50
		CLASS REFUND 31	263476	CLASS REFUND	\$16.00
		CLASS REFUND 32	263479	CLASS REFUND	\$0.50
		CLASS REFUND 33	263480	CLASS REFUND	\$43.50
		CLASS REFUND 34	263481	CLASS REFUND	\$3.50
		CLASS REFUND 35	263485	CLASS REFUND	\$13.00
		CLASS REFUND 36	263487	CLASS REFUND	\$0.50
		CLASS REFUND 37	263488	CLASS REFUND	\$0.50
		CLASS REFUND 38	263489	CLASS REFUND	\$2.00
		CLASS REFUND 39	263490	CLASS REFUND	\$17.75
		CLASS REFUND 4	263411	CLASS REFUND	\$7.25
		CLASS REFUND 40	263492	CLASS REFUND	\$3.00
		CLASS REFUND 41	263493	CLASS REFUND	\$5.75
		CLASS REFUND 42	263494	CLASS REFUND	\$10.25
		CLASS REFUND 43	263495	CLASS REFUND	\$0.25
		CLASS REFUND 44	263498	CLASS REFUND	\$5.00
		CLASS REFUND 45	263499	CLASS REFUND	\$15.00
		CLASS REFUND 46	263502	CLASS REFUND	\$22.50
		CLASS REFUND 47	263503	CLASS REFUND	\$5.50
		CLASS REFUND 48	263504	CLASS REFUND	\$71.00
		CLASS REFUND 49	263506	CLASS REFUND	\$7.75
		CLASS REFUND 5	263416	CLASS REFUND	\$11.25
		CLASS REFUND 50	263507	CLASS REFUND	\$11.00
		CLASS REFUND 51	263508	CLASS REFUND	\$5.50
		CLASS REFUND 52	263511	CLASS REFUND	\$22.25
		CLASS REFUND 53	263512	CLASS REFUND	\$5.25
		CLASS REFUND 54	263513	CLASS REFUND	\$17.75
		CLASS REFUND 55	263516	CLASS REFUND	\$27.50
		CLASS REFUND 56		CLASS REFUND	\$22.50
		CLASS REFUND 57	263517	CLASS REFUND	\$26.50
		CLASS REFUND 58	263519	CLASS REFUND	\$20.00
		CLASS REFUND 59	263524	CLASS REFUND	\$25.00
		CLASS REFUND 6	263417	CLASS REFUND	\$6.75
		CLASS REFUND 60	263524	CLASS REFUND	\$25.00
		CLASS REFUND 61	263525	CLASS REFUND	\$5.00
		CLASS REFUND 62	263526	CLASS REFUND	\$21.50
		CLASS REFUND 63	263528	CLASS REFUND	\$1.75
		CLASS REFUND 64	263529	CLASS REFUND	\$1.00
		CLASS REFUND 65	263532	CLASS REFUND	\$7.50



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RECFARE REFUND		CLASS REFUND 66	263534	CLASS REFUND	\$0.25
		CLASS REFUND 67	263536	CLASS REFUND	\$4.50
		CLASS REFUND 68	263541	CLASS REFUND	\$1.85
		CLASS REFUND 69	263542	CLASS REFUND	\$13.75
		CLASS REFUND 7	263417	CLASS REFUND	\$1.25
		CLASS REFUND 70	263543	CLASS REFUND	\$2.50
		CLASS REFUND 71	263544	CLASS REFUND	\$6.25
		CLASS REFUND 72	263545	CLASS REFUND	\$55.50
		CLASS REFUND 73	263546	CLASS REFUND	\$20.25
		CLASS REFUND 74	263549	CLASS REFUND	\$5.50
		CLASS REFUND 75	263550	CLASS REFUND	\$10.63
		CLASS REFUND 76	263551	CLASS REFUND	\$0.75
		CLASS REFUND 77	263554	CLASS REFUND	\$2.00
		CLASS REFUND 78	263556	CLASS REFUND	\$1.00
		CLASS REFUND 79	263558	CLASS REFUND	\$52.50
		CLASS REFUND 8	263533	CLASS REFUND	\$0.50
		CLASS REFUND 80	263559	CLASS REFUND	\$42.00
		CLASS REFUND 81	263560	CLASS REFUND	\$10.25
		CLASS REFUND 82	263561	CLASS REFUND	\$7.75
		CLASS REFUND 83	263562	CLASS REFUND	\$1.65
		CLASS REFUND 84	263563	CLASS REFUND	\$0.75
		CLASS REFUND 85	263565	CLASS REFUND	\$3.65
		CLASS REFUND 86	263566	CLASS REFUND	\$1.25
		CLASS REFUND 87	263567	CLASS REFUND	\$0.25
		CLASS REFUND 88	263568	CLASS REFUND	\$2.00
		CLASS REFUND 89	263569	CLASS REFUND	\$5.00
		CLASS REFUND 9	263425	CLASS REFUND	\$43.00
		CLASS REFUND 90	263570	CLASS REFUND	\$1.50
		CLASS REFUND 91	263571	CLASS REFUND	\$144.00
		CLASS REFUND 92	263572	CLASS REFUND	\$0.50
		CLASS REFUND 93	263573	CLASS REFUND	\$22.00
		CLASS REFUND 94	263581	CLASS REFUND	\$4.00
		CLASS REFUND 95	263575	CLASS REFUND	\$0.50
		CLASS REFUND 96	263576	CLASS REFUND	\$110.50
		CLASS REFUND 97	263578	CLASS REFUND	\$7.50
		CLASS REFUND 98	263579	CLASS REFUND	\$27.75
		CLASS REFUND 99	263583	CLASS REFUND	\$3.50
SANDERS, ODEN		RH0006116	263649	REFUND CPL RENEWAL 110918	\$14.00
				REFUND CPL RENEWAL 110918	\$18.00
WASHINGTON STATE TREASURER		1118WS	263978	FINES & FORFEITURES BC-DEC 18	\$37,146.72
		Q1 18 FORFEITED	263977	Q118 DRUG FORFEIT PROPERTY	\$3,532.30



City Of Richland

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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WEBCHECK INC		6166	263979	WEBCHECK SRVC NOV 18	\$1,016.50
UNASSIGNED TOTAL ****					\$47,235.96
Division:	001	CITY COUNCIL			
BANK OF AMERICA		TXN00042236	263843	GOTPRINT.COM - BUSINESS CARDS	\$11.22
		TXN00042296		FRED-MEYER #0286 - COFFEE	\$36.85
		TXN00042303		TRI-CITY REGIONAL CHAMBER - LU	\$25.00
		TXN00042354		TRI-CITY REGIONAL CHAMBER - LU	\$25.00
PARADISE BOTTLED WATER CO		11/18-CITYATTORNE	263613	BOTTLED WATER-NOVEMBER	\$34.81
VERIZON WIRELESS	P059848	9819282641	263706	WIRELESS CHARGES NOV COUNCIL	\$180.14
CITY COUNCIL TOTAL ****					\$313.02
Division:	100	CITY MANAGER			
BANK OF AMERICA		TXN00042024	263843	BOBS BURGERS BREW - EMPLOYEE	\$85.19
		TXN00042171		FRED-MEYER - MEETING REFRESHME	\$67.20
		TXN00042173		PANERA BREAD - LUNCH WCMA STRA	\$271.09
		TXN00042190		FRED-MEYER - MTG REFRESHMENTS	\$18.41
		TXN00042191		SQ SOME BAGELS, IN - REFRESHM	\$23.21
		TXN00042239		APPLEBEES - CITY MANAGER MONTH	\$25.57
REENTS, CYNTHIA		18-483 REENTS	263795	18-483 AWC BRD DIR MTNG	\$63.00
SPRINGSTED INCORPORATED	P057871	5	263669	CLASS AND COMPENSATION STUDY	\$9,750.00
STEWART LEADERSHIP		542-SUPPLIES	263674	TRAINING SUPPLIES 110818	\$142.53
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$38.68
CITY MANAGER TOTAL ****					\$10,484.88
Division:	101	CITY CLERK			
BANK OF AMERICA		TXN00042217	263843	Record Ordinance	\$217.30
		TXN00042418		Record Ordinance	\$103.53
CODE PUBLISHING INC		113018	263892	WEB UPDATE 11/26/2018	\$462.13
PARADISE BOTTLED WATER CO		11/18-CITYATTORNE	263613	BOTTLED WATER-NOVEMBER	\$10.44
CITY CLERK TOTAL ****					\$793.40
Division:	102	CITY ATTORNEY			
BANK OF AMERICA		TXN00042097	263843	WSBA - ANNUAL LICENSE RENEWAL	\$483.00
		TXN00042099		WF4WASBASSOC SERVICE FEE - WSB	\$12.08
		TXN00042300		HOTEL MURANO - FULTON - WAPRO	(\$7.50)
		TXN00042393		AMER ASSOC NOTARIESWE -FULTON	\$32.90
		TXN00042413		AGENT FEE - KINTZLEY - WCIA	\$35.00
		TXN00042429		DELTA AIR - KINTZLEY- WCIA	\$317.40
BELL BROWN & RIO PLLC		1029	263426	PROSECUTION SRVCS-DECEMBER	\$22,716.09
CALFO EAKES & OSTROVSKY PLLC		1637	263883	PETERSON V COR	\$14,093.00
PARADISE BOTTLED WATER CO		11/18-CITYATTORNE	263613	BOTTLED WATER-NOVEMBER	\$6.96
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$38.68
	P059849			WIRELESS CHARGES NOV 2018 PRIM	\$38.68



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY ATTORNEY TOTAL ****					\$37,766.29
Division:	110	ASSISTANT CITY MANAGER			
BANK OF AMERICA		TXN00042062	263843	UBER TRIP 30FQT	\$5.00
		TXN00042146		PANERA BREAD - REFRESHMENTS -	\$23.33
		TXN00042158		PANERA BREAD - REFRESHMENTS -	\$263.28
		TXN00042174		SAFEWAY - ICE - LEADERSHIP TRA	\$5.98
		TXN00042311		DELTA AIR - FLIGHT - SGR CONFE	\$616.60
PARADISE BOTTLED WATER CO		11/18-CITYATTORNE	263613	BOTTLED WATER-NOVEMBER	\$10.44
STEWART LEADERSHIP	P059763	542	263674	STEWART LEADERSHIP TRAINING	\$2,000.00
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$38.68
ASSISTANT CITY MANAGER TOTAL ****					\$2,963.31
Division:	111	COMMUNICATIONS & MARKETING			
BANK OF AMERICA		TXN00042048	263843	STK SHUTTERSTOCK, INC.	\$29.00
		TXN00042090		FRED-MEYER - SHARED VALUES -	\$15.00
		TXN00042137		SQ ROASTERS COFFEE - NEWSLETT	\$25.00
		TXN00042200		MAILCHIMP MONTHLY - EMPLOYEE	\$16.29
		TXN00042205		NEW CITY CLEANERS INC - TABLEC	\$162.90
		TXN00042208		AMAZON - CABLE COMMUNICATIONS	\$77.10
		TXN00042246		GREEK ISLAND CUISINE - STAFF M	\$71.82
		TXN00042276		STK SHUTTERSTOCK, INC.	\$29.00
		TXN00042382		GOVT SOCIAL MEDIA - CONFERENCE	\$770.00
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$79.56
WEST COAST PAPER COMPANY		10957522	263712	PAPER 20# WHITE PRINTRIGHT	\$515.85
COMMUNICATIONS & MARKETING TOTAL ****					\$1,791.52
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00042011	263843	B&H PHOTO- REPLACEMENT MICROPH	\$65.11
		TXN00042014		FACEBK D4R3THSJW2 - AD	\$10.00
		TXN00042153		STARBUCKS STORE - REFRESHMENTS	\$18.41
		TXN00042156		JIMMY JOHNS - 1702 - LUNCH - L	\$90.03
		TXN00042235		PARTY CITY - CABLE COMMUNICATI	\$9.76
CABLE COMMUNICATIONS TOTAL ****					\$193.31
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00042303	263843	TRI-CITY REGIONAL CHAMBER - LU	\$25.00
CITY OF RICHLAND		18-443 BROWN-LARS	263747	18-443 DOE INTRGVN MTNG	\$1,428.43
LUNDGREN, REGINA E		RCH-SB-631	263574	SPEAKERS BUREAU - NOVEMBER	\$320.00
PARADISE BOTTLED WATER CO		11/18-CITYATTORNE	263613	BOTTLED WATER-NOVEMBER	\$6.96
HANFORD COMMUNITIES TOTAL ****					\$1,780.39
Division:	120	FIRE			
BANK OF AMERICA		TXN00042037	263843	THE FIRE STORE - LADDERS	\$1,841.50
		TXN00042054		AMAZON - TOILET CLNR, LYSOL	\$42.08



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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042070	263843	AMAZON - SCOTCH BRITE, SWIFFER	\$38.12
				AMAZON - IPHONE CHARGERS	\$68.93
		TXN00042092		AMAZON - EPSON WHITEBOARD	\$866.62
		TXN00042093		AMAZON - PROJECTOR LAMP	\$116.44
		TXN00042095		AMAZON - SHORT THROW MOUNT	\$115.39
		TXN00042103		AMAZON - ELKHART NOZZLE	\$599.47
		TXN00042105		AMAZON - CHOCK, SOUND BAR	\$667.87
		TXN00042147		AMAZON - RAMP KIT	\$87.40
		TXN00042203		STONE SOUP - ENTRY LVL LUNCH	\$41.54
		TXN00042213		STONE SOUP - ENTRY LVL LUNCH	\$42.08
		TXN00042216		AMAZON - TOILET ROLL HLDR	\$97.68
		TXN00042223		AMAZON - VERIDESK MAT	\$54.30
		TXN00042370		AMAZON - SCOTCH BRITE	\$16.26
		TXN00042395		AMAZON - GLASS CLEANER	\$11.32
		TXN00042396		SEAWESTERN - R2 BOOT (JO)	\$308.26
		TXN00042406		AMAZON - EPSON WTBRD RET'D	(\$866.62)
		TXN00042408		PROAUDIO - VHF SYS PARTS	\$336.68
		TXN00042412		HERMAN ELECTRONICS - VHF RACK	\$124.46
		TXN00042424		EVENTBRITE - SGR CONF (TH)	\$499.00
		TXN00042450		EPSON - WHITEBOARD SCREEN	\$813.36
		TXN00042451		DELTA AIR - HUNTINGTON (DFW)	\$663.60
		TXN00042469		TRAVEL LEADERS - BOOKING FEE	\$35.00
		TXN00042470		CASCADE FIRE - FLOW METER	\$2,389.20
BENTON COUNTY FIRE DIST 1	FTC2018-30	263430		FIRE INSTRUCTOR II COURSE (X4)	\$2,000.00
BENTON PUD	2197	263433		3RD QTR RATTLESNAKE LEASE 2018	\$890.20
BLAZE CONE COMPANY, INC	30107	263741		28" GREEN CONES	\$2,083.00
CHAPLAIN SERVICES NETWORK	GRINAPRIL2018	263457		CRISIS INTERVENTION(SABIN)	\$250.00
CITY OF RICHLAND	11/2018	263889		CITY UTILITY BILLS/NOV 18	\$3,681.55
COLUMBIA FITNESS	M903	263894		PREVENTATIVE MAINTENANCE	\$149.33
	M904			PREVENTATIVE MAINTENANCE	\$149.33
	M905			PM/REPAIRS	\$149.33
	M908			PM/REPAIRS	\$256.38
D&D TELECOMMUNICATION PROPERTIES LLC	530	263901		PERRY MONUMENT RD RENT-DEC	\$782.87
FARMERS EXCHANGE	57123	263909		CHAINSAW/CHAPS TRAINING	\$992.47
FRONTIER	11/18 2061880334	263505		VHF PHONE LINE 11/19-12/18/18	\$423.06
	11/18 2530045365			SILVER CLOUD PHONE LINE	\$66.67
	65088/1	263633		ICE HAMMER SNOW BRUSH	\$52.07
RICHLAND ACE HARDWARE	65108/1			CERAMIC HEATERS	\$113.76
	55197	263968		LINEN/UNIFORM LAUNDRY SRVCS	\$267.70
UPTOWN CLEANERS	55235			LINEN/UNIFORM LAUNDRY SRVCS	\$280.46
	55315			LINEN/UNIFORM LAUNDRY SRVCS	\$258.47



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UPTOWN CLEANERS		55380	263968	LINEN/UNIFORM LAUNDRY SRVCS	\$229.04
		55435		LINEN/UNIFORM LAUNDRY SRVCS	\$278.42
US BANK		TXN10100480763086	263825	LCD PROJECTOR	\$3,040.79
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$770.66
	P059849			WIRELESS CHARGES NOV 2018 PRIM	\$527.88
WA STATE ASSN OF FIRE CHIEFS		11942	263974	WFC FIRE SYMPOSIUM (DEROUSIE)	\$350.00
WEST COAST FIRE & RESCUE		6782	263980	HALMATRO CORE HOSE 50'	\$1,221.75
FIRE TOTAL ****					\$28,275.13
Division:	130	POLICE			
ADVENTOS LLC		3679a	263834	SMARTFORCE LICENSE FEES-2019	\$13,575.00
BANK OF AMERICA		TXN00042008	263843	EB SNOHOMISH WA LVNR - HAYTER	\$611.64
		TXN00042012		LAW ENFORCEMENT SEMINARS - SMI	\$350.00
		TXN00042015		EB SNOHOMISH WA LVNR - KOE	\$611.64
		TXN00042019		TARGETS ONLINE - RANGE TARGETS	\$430.81
		TXN00042023		SURPLUSAMMO.COM - MAG PACK	\$310.03
		TXN00042027		STAPLES - ELECTRIC STAPLER	\$34.42
		TXN00042036		SANDYS TROPHIES INC - NAME PIN	\$40.99
		TXN00042060		UNDER ARMOUR -UNIFORM	\$260.62
		TXN00042063		STAPLES - SOAP REFILL	\$26.95
		TXN00042064		GALLS - SHOES	\$76.02
		TXN00042074		AMZN Mktp US M89Y39M21 - PHONE	\$63.40
		TXN00042076		STAPLES - PAPER/ENDTAB LTR TAB	\$469.98
		TXN00042078		JET.COM - UTILITY VEST	\$36.27
		TXN00042084		PEAVEY CORP. - EVIDENCE TAPE	\$216.23
		TXN00042085		Amazon.com M81TM95W2 - BOOTS	\$168.28
		TXN00042087		LN CURTIS - UTILITY POUCH	\$109.42
		TXN00042089		UPS 0000002654EE448	\$58.81
		TXN00042115		LN CURTIS - RADIO POUCHES	\$208.95
		TXN00042116		KENNEWICK RANCH & HOME - BOOTS	\$212.83
		TXN00042117		OPTICSPLANET, INC. - SINGLE MO	\$46.52
		TXN00042118		Amazon.com - Credit	(\$168.28)
		TXN00042122		AMZN Mktp US M805P4810 - FLASH	\$28.76
		TXN00042130		Amazon.com M86ZP5802 - GLOVES	\$125.92
		TXN00042139		AMZN Mktp US M846S2Q80 - EAR P	\$16.28
		TXN00042155		Q-SERIES LLC - HOLSTER/MAG CAR	\$223.05
		TXN00042160		EMBASSY SUITES-BELLEVUE - Cred	(\$614.31)
		TXN00042161		Amazon.com M86495Q52 - MENS SH	\$179.14
		TXN00042177		STAPLES - BLACK FRAME	\$33.44
		TXN00042195		UPS 0000002654EE458	\$21.48
		TXN00042201		ALASKA AIR 0272110219545 - FL	\$503.60
		TXN00042204		EB SNOHOMISH WA LVNR - CLARK	\$575.00



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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042221	263843	PALACE ADV ROOM DEP - FLOHR 18	\$124.71
		TXN00042224		Amazon.com M83M449Y0 - HARD DR	\$1,333.59
		TXN00042225		AMZN Mktp US M80TB47T1 - FLASH	\$20.29
		TXN00042228		CONSTRUCTION SAFETY PRODU - PA	\$44.32
		TXN00042232		ESRI - Credit	(\$175.75)
		TXN00042234		PUBLIC AGENCY TRAINING - FLOHR	\$350.00
		TXN00042236		GOTPRINT.COM - BUSINESS CARDS	\$44.72
		TXN00042244		UNDER ARMOUR DIRECT VIRT - UNI	\$119.45
		TXN00042248		STAPLES - PENS	\$17.35
		TXN00042250		PUBLIC AGENCY TRAINING - FLOHR	\$350.00
		TXN00042252		CALIBRE PRESS - STREET SURVIVA	\$836.00
		TXN00042268		SAFEWAY #0333 - REFRESHMENTS S	\$23.28
		TXN00042273		JIMMY JOHNS - LUNCH SGT TESTIN	\$157.56
		TXN00042281		THE CARY COMPANY - PAINT CANS	\$148.19
		TXN00042285		STAPLES - SOAP/TONER/ENVELOPES	\$339.16
		TXN00042291		AMZN Mktp US M09VY8CD1 - EVIDE	\$387.71
		TXN00042292		Amazon.com M89ZT4WO2 - PHONE C	\$40.99
		TXN00042293		UPS 0000002654EE468	\$66.14
		TXN00042294		AMZN Mktp US M05TI7C61 -TACTIC	\$271.46
		TXN00042298		SP TDI, LLC - BOOTS	\$383.91
		TXN00042299		AMZN Mktp US M031U6CU0 - EVIDE	\$150.42
		TXN00042304		ON SCENE MED-VACCINES-GEORGE	\$185.00
		TXN00042306		GOOD2GO-INTERNET - TOLL CHARGE	\$9.05
		TXN00042314		COPS PLUS, INC - POUCHES	\$69.48
		TXN00042316		AMAZON.COM - GLOVES	\$62.98
		TXN00042321		MIDWAYUSA COM - SHOT TIMER/SHO	\$251.65
		TXN00042323		STAPLES - SPOONS/FORKS/KNIVES	\$41.42
		TXN00042324		UNDER ARMOUR DIRECT VIRT - UNI	\$499.52
		TXN00042326		PEAVEY CORP. - EVIDENCE TAPE	\$357.92
		TXN00042335		AMZN Mktp US M01CJ9CF2 - BATTE	\$44.52
		TXN00042337		COPS PLUS, INC - POUCHES	\$36.06
		TXN00042338		SP BLADETECH HOLSTER - MAG P	\$115.35
		TXN00042340		AMZN Mktp US M03G19OL2 - DASHB	\$56.44
		TXN00042341		GALLS - CHEVRONS	\$146.07
		TXN00042349		LN CURTIS - UTILITY POUCHES	\$90.84
		TXN00042352		Amazon.com M07D08LP1 - SWABS/P	\$44.33
		TXN00042353		AMZN Mktp US M02D74LH1 - SHARP	\$35.83
		TXN00042357		UNDER ARMOUR DIRECT VIRT - UNI	\$173.74
		TXN00042359		STAPLES - BLACK FRAMES	\$39.51
		TXN00042361		QUARTERMASTER - DUTY BELT	\$57.34
		TXN00042362		CALIBRE PRESS - STREET SURVIVA	\$298.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042373	263843	UPS 0000002654EE478	\$21.46
		TXN00042378		CHEVRON 0091292 - FUEL 18-474	\$42.00
		TXN00042387		CHIEF SUPPLY VT - BELT AND BEL	\$147.59
		TXN00042388		OPTICSPLANET, INC. - FLASHLIGH	\$243.61
		TXN00042391		AMZN Mktp- STORAGE BOXES AND D	\$314.54
		TXN00042400		EXTENDER PARTNERS - BELT EXTEN	\$290.70
		TXN00042407		OPTICSPLANET, INC. - HANDHELD	\$225.80
		TXN00042420		Amazon.com M05X73EJ0 - QLS KIT	\$122.04
		TXN00042427		AMZN MktP- FLASHLIGHT HOLDER	\$42.04
		TXN00042430		AMAZON.COM AMZN.COM/BILL - Cre	(\$62.98)
		TXN00042444		WARRIORS QUICK STOP - FUEL 18-	\$22.00
		TXN00042447		GALLS - DUTY BELT/FLASHLIGHT H	\$667.16
		TXN00042448		GALLS - BADGE CLIP/HOLDERS	\$362.24
BENJAMIN'S CARPET ONE	P059697	TXN00042448		Amazon.com M08E63EM2 - HARD DR	\$1,547.50
BENTON COUNTY SHERIFF'S OFFICE		GC805369	263739	INSTALL HUNTER DOUGLAS DUETTE	\$1,542.89
		10/18 WORKCREW II	263431	WORKCREW II OCTOBER	\$5,422.66
		1071		CUSTODY COSTS-OCTOBER 2018	\$89,677.93
CASCADE NATURAL GAS CORP		11/18-75997100005	263452	NAT GAS 871 GW WAY 10/19-11/16	\$1,031.97
CHARTER COMMUNICATIONS		0309703112018	263458	RPD INTERNET SRVCS 11/29-12/28	\$78.93
CITY OF PASCO		2018-00000027	263461	ANIMAL CONTROL SHELTER DESIGN	\$6,128.13
		2018-00000031		ANIMAL CONT SHLTR DESIGN SERV	\$18,278.40
		2018-00000032		COP-ANIMAL CONTROL SERV-NOV	\$21,599.25
		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$2,827.46
CITY OF RICHLAND		18-453 FLORENCE	263747	18-453 ACCESS LEV II	\$152.16
		18-456 KOE		18-456 LVNR INST TRAINING	\$409.22
		INV7668	263899	CDR-PRO BOSCH CDR TOOL PACKAGE	\$6,050.00
CRASH DATA GROUP INC.	P059833			SHIPPING AND HANDLING	\$40.00
	P059833			F00E900038 CDR SOFTWARE	\$1,050.00
	P059833				
DOMESTIC VIOLENCE SERVICES		25170	263486	DOMESTIC VIOLENCE SRVCS-OCT 18	\$888.50
FLORENCE, DREW		18-453 FLORENCE	263761	18-453 ACCESS LEV II	\$0.01
FRONTIER	S018142	11/18 2061882614	263505	TELEPHONE CHARGE 11/19/18-12/1	\$70.42
GRAINGER	S018140	9015902506	263518	CANISTER ITEM #4DA82	\$3,175.28
KADLEC REGIONAL MEDICAL CENTER		H10182460009500	263927	CARUTH MED CLRNC 18- 20489	\$130.19
		H10182470116501		MAGLEY MED CLRNC 18-20589	\$130.13
		H10182510023000		TINER MED CLRNC 18-20981	\$221.66
		H10182850091800		GROVES MED CLRNC 18-23852	\$130.13
		H10183000030600		THACKER MED CLRNC 18- 25192	\$113.94
		H10183010016100		WOOD MED CLRNC 18-25248	\$216.23
		H10183040002400		SPENCER MED CLRNC 18- 25451	\$113.94
		H10183310118100		DANIELSON MED CLRNC 18-27576	\$113.94
		18-474 MATHENY	263781	18-474 PRE ACAD PRE TEST	\$110.00
MATHENY, RODNEY C					



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
NORTHWEST EMERGENCY PHYSICIANS INC		18-07815 SCHOW	263937	MED CLRNC 18-07815 SCHOW	\$437.00
		18-20630 ROE		MED CLRNC 18-20630 ROE	\$446.00
		18-21025 LAMB		MED CLRNC 18-21025 LAMB	\$318.00
		18-23852 GROVES		MED CLRNC 18-23852 GROVES	\$719.00
ORION SAFETY PRODUCTS	P059771	00280966	263608	SHIPPING	\$146.95
	P059771			#0730 - 30 MINUTE SPIKELESS WA	\$404.24
R.A.D. SYSTEMS		19RCT824	263630	RAD LICENSE RENEWAL-A CLARK	\$75.00
RIVER CITY TOWING INC		16665	263640	TOW CHARGE	\$48.87
		16667		TOW CHARGE	\$48.87
		16721		TOW CHARGE	\$48.87
		16727		TOW CHARGE	\$48.87
		16740		TOW CHARGE	\$48.87
		16742		TOW CHARGE	\$48.87
		16743		TOW CHARGE	\$48.87
		16746	263947	TOW CHARGE	\$48.87
		16756		TOW CHARGE	\$48.87
SHEPPARD, AARON		18-473 SHEPPARD	263814	18-473 PRE ACAD PRE TEST	\$110.00
SOUND UNIFORM GROUP LLC	P059320	201811SU242	263960	UAZIPS - UNDERARM ZIPPERS W VE	\$27.15
	P059320			EMBNTAG - EMBROIDERED NAME TAG	\$8.69
	P059320			ZIPA PKTS - ZIPPERED SIDE ENTR	\$13.03
	P059320			ESTIMATED SHIPPING	\$20.09
	P059320			JMP83LTDN - SUMMER WEIGHT JUMP	\$407.25
TREASURE VALLEY COFFEE CO		103293	263690	RPD COFFEE DELIVERY	\$131.01
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$854.91
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$4,852.80
POLICE TOTAL ****					\$199,591.46
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00042166	263843	STERLINGS-ASD STAFF MTG CK/BA/	\$70.72
		TXN00042320		IPMA-C KOCH MEMBERSHIP	\$149.00
		TXN00042468		VARIDESK-STAND UP DESK-IB	\$537.58
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$279.31
ADMINISTRATIVE SERVICES TOTAL ****					\$1,036.61
Division:	211	FINANCE			
ALLIED ENVELOPE		192543	263412	BILLING STATEMENTS	\$527.52
		192544		WINDOW ENVELOPE	\$954.05
		192545		WINDOW ENVELOPE	\$782.73
		193156	263835	UB STATEMENTS	\$527.52
		193158		UB WINDOW ENVELOPE	\$954.05
		193159		UB WINDOW ENVELOPE	\$782.73
BANK OF AMERICA		TXN00042009	263843	FRED-MEYER #0286 - Purchase	\$3.49



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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042021	263843	FRED-MEYER #0286 - Purchase	\$18.41
		TXN00042132		FRED-MEYER #0286 - Purchase	\$18.41
		TXN00042167		STAPLES - Purchase	\$44.08
		TXN00042178		STAPLES - Purchase	\$56.71
		TXN00042345		FRED-MEYER #0286 - Purchase	\$48.80
		TXN00042415		GRAZE - RICHLAND - INFOSEND KI	\$38.55
GARDA CL NORTHWEST INC		10441826	263914	ARMORED CAR SVCS NOV 2018	\$516.12
GRAINGER	S018140	9019389395	263518	FLAT PANEL HEATER ITEM #4NHG9	\$56.64
INFOSEND, INC.		146146	263922	POSTAGE DEPOSIT	\$21,924.00
PARADISE BOTTLED WATER CO		11/18-FINANCE	263940	BOTTLED WATER-NOVEMBER	\$72.94
				BOTTLED WATER-NOVEMBER	\$72.95
POSTMASTER		PERMIT 153-11/18	263793	POSTAGE 11/1-11/30/18	\$8,714.92
REDSSON LTD		198605	263944	PORTAL SERVICE LACATES/NOV	\$258.00
RETAIL LOCKBOX INC		18114812	263945	UB PYMT PROCESSING NOV 18	\$2,355.93
US BANK N A		NOV 2018	263970	POOLED INVESTMENT CUSTODY FEES	\$114.00
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$48.67
	P059849			WIRELESS CHARGES NOV 2018 PRIM	\$38.68
FINANCE TOTAL ****					\$38,929.90
Division:	212	PURCHASING			
BANK OF AMERICA		TXN00042236	263843	GOTPRINT.COM - BUSINESS CARDS	\$33.54
CANON FINANCIAL SERVICES, INC	S017910	19551587	263884	COPIER LEASE & USAGE CHARGES	\$205.39
	S017910			COPIER LEASE & USAGE CHARGES	\$51.35
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$809.18
ORKIN EXTERMINATING INC	S017798	176954851	263787	PEST CONTROL SERVICES BLDG 200	\$22.20
	S017798			PEST CONTROL SERVICES BLDG 200	\$22.20
	S017798			PEST CONTROL SERVICES FOR BLDG	\$11.37
	S017798			PEST CONTROL SERVICES FOR BLDG	\$11.36
US BANK		TXN03017042497699	263825	New Purchasing Agent Welcome L	\$28.26
		TXN06900016500016		Add Irma B. to City's Membersh	\$83.00
		TXN07100283060577		FILE FOLDERS	\$8.01
		TXN07100283060650		PAPER,CLIPBOARDS	\$22.47
				CLOCK,POST-ITS,PAPER,FOLDERS	\$96.37
		TXN12083312366839		INK PAD,NOTE CUBE,STENOS	\$33.96
		TXN24014000094117		ICE TRACTION OUTSOLES	\$46.36
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$19.34
	P059849			WIRELESS CHARGES NOV 2018 PRIM	\$28.27
XEROX CORPORATION		095356002	263729	MX4-340609 BASE/PRINTS-NOV-IT	\$232.00
		095356012		MX4-354245 BASE/PRINTS- NOV	\$236.70
	S017810	095356013		XEROX 7855 LEASE FOR 2018, S/N	\$41.14
	S017810			XEROX 7855 LEASE FOR 2018, S/N	\$164.55
PURCHASING TOTAL ****					\$2,207.02



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 213 INFORMATION TECHNOLOGY					
BANK OF AMERICA		TXN00042032	263843	FS COM INC,CISCO TRANSCEIVER M	\$1,073.84
		TXN00042034		AMAZON,LED-LIT MONITOR	\$684.17
		TXN00042044		DELL,THUNDERBOLT DOCK	\$285.06
		TXN00042045		BAR RACUDA T,MESSAGE ARCHIVER	\$5,072.71
		TXN00042052		ADOBE CREATIVE CLOUD,KELLY MA	\$651.47
		TXN00042123		GIH GLOBALINDUSTRIAL,UTILITY C	\$129.18
		TXN00042134		SUBWAY,LUNCH MEETING	\$75.93
		TXN00042183		AMAZON,APC SMART-UPS	\$735.72
		TXN00042198		AMAZON,LED LIT MONITOR	\$684.17
		TXN00042255		DELL,SOUNDBAR	\$57.00
		TXN00042260		AMAZON,USB ETHERNET ADAPTER	\$75.95
		TXN00042263		AMAZON,APG CABLE	\$24.78
		TXN00042333		WAL-MART #3261,HARD DRIVE 250G	\$204.17
		TXN00042397		AMAZON,APG CD-101A-10 CABLE	\$13.75
		TXN00042422		AMAZON,APG CD-101A-10 CABLE	\$13.73
CERIUM NETWORKS INC	P059665	I072762	263456	LICENSE, CISCO ANYCONNECT PLUS	\$102.63
DELL COMPUTER CORPORATION	P059777	10286016441	263903	STEREO SOUNDBAR DELL AC511M	\$504.99
	P059777			MONITOR, DELL 22 P2219H	\$2,570.24
	P059777			MONITOR, DELL 27 P2719H	\$1,438.95
GLOBAL KNOWLEDGE TRAINING LLC	P059767	22007122	263514	CISCO SWITCH TRAINING	\$750.00
	P059768	22007952		CISCO ROUTE TRAINING	\$750.00
SHI INTERNATIONAL CORP	P059815	B09194403	263656	ADOBE CREATIVE CLOUD SUBSCRIPT	\$416.61
SMARSH, INC.	S017774	INV00434917	263661	WEB ARCHIVE RENEWAL FOR ONE YE	\$974.47
	S017774			ANNUAL RENEWAL MESSAGE ARCHIVI	\$176.55
	S017774			WEB ARCHIVE RENEWAL FOR ONE YE	\$740.43
TYLER TECHNOLOGIES, INC	S017614	045-227429	263697	DATA CONVERSIONS (BY DATA 50%	\$3,500.00
	S017614	045-228315		DEVELOPMENT SERVICES/MODIFICAT	\$3,187.50
	S017614	045-230160		ESTIMATED TRAVEL	\$1,670.47
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614	045-234198		DEVELOPMENT SERVICES/MODIFICAT	\$22,312.50
	S017614	045-235294		DEVELOPMENT SERVICES/MODIFICAT	\$14,662.50
	S017614	045-235477		IMPLEMENTATION COSTS (AS MODUL	\$3,793.12
	S017614			ESTIMATED TRAVEL	\$1,005.30
	S017614	045-236365		IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614			ESTIMATED TRAVEL	\$2,700.12
	S017614	045-237263		DEVELOPMENT SERVICES/MODIFICAT	\$4,462.50
	S017614	045-237264		BUSINESS PROCESS CONSULTING (B	\$29,750.00
	S017614	045-237633		ESTIMATED TRAVEL	\$991.69
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614	045-237881		PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00



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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TYLER TECHNOLOGIES, INC	S017614	045-241798	263697	ESTIMATED TRAVEL	\$1,081.13
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614	045-245105		IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614			ESTIMATED TRAVEL	\$1,183.00
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$57.53
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$15.02
	P059849			WIRELESS CHARGES NOV 2018 PRIM	\$284.97
INFORMATION TECHNOLOGY TOTAL ****					\$137,120.10
Division:	220	HUMAN RESOURCES			
ANOVAWORKS		2449	263419	ANNUAL HEARING TESTS 2018(38)	\$1,026.00
BANK OF AMERICA		TXN00042104	263843	STAPLES-CANNON STAPLES	\$143.33
		TXN00042114		STAPLES-LABELS/PENS	\$50.30
		TXN00042143		STAPLES-PAPER	\$42.30
		TXN00042154		STAPLES-FRONT DESK TONER	\$148.77
		TXN00042251		YOURMEMBER-ELECT DIST ENG II A	\$235.00
		TXN00042256		STAPLES-CANNON TONER	\$466.93
		TXN00042290		ON SCENE MED-PRE EMP PHYS	\$450.00
		TXN00042295		NEPELRA-MEMBERSHIP-AJ	\$225.00
		TXN00042304		ON SCENE MED-PRE EMP PHYS	\$3,028.00
				ON SCENE MED-DOT SCRIN-SING ROO	\$140.00
		TXN00042307		STAPLES-RETURN CANNON STPLS	(\$143.33)
		TXN00042317		ESS-BACKGROUND CHECKS	\$11.00
		TXN00042381		ESS-BACKGROUND CHECKS	\$129.50
		TXN00042434		STAPLES-RETURN CANNON TONER	(\$466.93)
BIOSH		5038	263436	DOT DRUG/ALCOHOL SCREEN	\$210.00
CANON FINANCIAL SERVICES, INC		19440978	263449	CANON-IRC55501-XLG04984-NOV	\$28.00
CEPTEC POLYGRAPH SERVICES LLC		1808	263455	PRE-EMPLOY POLYGRAPH-HOLEN	\$250.00
		1809	263745	PRE-EMPLOY POLYGRAPH-ROMER	\$250.00
DMV SERVICES		2018 OR-CDL	263756	DRIVER RECORD REQUEST 2018	\$5.00
MOON, TAE-IM PHD		11132018	263594	PSYCH EVALUATION-HOLEN	\$800.00
		112818	263786	PSYCH EVALUATION-ROMER	\$800.00
THE WESLEY GROUP	P058920	21499	263686	AMENDMENT #1 EXTEND NEGOTIATIO	\$4,000.00
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$38.68
WASHINGTON STATE TREASURER		2018 DRIVERS LIST	263828	2018-DRIVER RECORD REQUEST	\$1,001.00
HUMAN RESOURCES TOTAL ****					\$12,868.55
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
ABADAN INC		AR43266	263407	LG FORMAT SCANNER	\$155.24
BANK OF AMERICA		TXN00042013	263843	Stick+Stone - SHARED VALUES CA	\$150.00
		TXN00042016		AMERICAN PLANNING A - MEMBERSH	\$469.00
		TXN00042068		BEST WESTERN PARK PLAZ -TRIP 1	\$154.21



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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042211	263843	TST HOPS N DROPS - SHARED VAL	\$25.00
		TXN00042315		FACTORYOUTLETSTORE LLC - EAR P	\$21.25
		TXN00042437		STAPLES - BATTERIES, PAPER, TA	\$72.64
		TXN00042440		TC REG CHAMBER - WM BUS. CONF.	\$129.00
FOLLETT, LYNNE		18-478 FOLLETT	263762	18-478 ORGANIZING FILERM TR	\$152.40
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$92.50
XEROX CORPORATION		095162005	263729	LX5-692207 BASE/PRINTS-OCT	\$82.89
COMMUNITY &DEVELOPMENT SERVICE TOTAL****					\$1,504.13
Division:	301	DEVELOPMENT SERVICES			
AVANTECH INC	S018034	18-3157	263422	TRACEY PELOQUIN - CLERICAL	\$611.52
BANK OF AMERICA		TXN00042229	263843	STAPLES - PRINTER PAPER, PERMI	\$71.60
		TXN00042279		GRAINGER - HEATER REPLACEMENT	\$56.64
		TXN00042377		PAYPAL AMS - TRAINING-B.RUSSE	\$350.00
TRI CITY HERALD		0003960409	263691	PHN LEGAL-S2018-103	\$46.96
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$453.84
DEVELOPMENT SERVICES TOTAL****					\$1,590.56
Division:	302	REDEVELOPMENT			
BANK OF AMERICA		TXN00042366	263843	THE GALLERY COLLECTION - BUSIN	\$248.27
SHANNON & WILSON INC		104131	263653	GROUNDWATER MONITORING-SHOPS	\$738.20
REDEVELOPMENT TOTAL****					\$986.47
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00042010	263843	INGRAM BOOKS	\$172.92
		TXN00042017		INGRAM BOOKS	\$1,057.44
		TXN00042022		INGRAM BOOKS	\$349.42
		TXN00042035		INGRAM BOOKS	\$48.19
		TXN00042040		STAPLES - Purchase	\$27.79
		TXN00042059		INGRAM BOOKS	\$74.02
		TXN00042079		INGRAM BOOKS	\$208.51
		TXN00042080		INGRAM BOOKS	\$93.04
		TXN00042082		OVERDRIVE DIGITAL	\$184.99
		TXN00042096		INGRAM BOOKS	\$74.65
		TXN00042100		OVERDRIVE DIGITAL	\$184.98
		TXN00042109		INGRAM BOOKS	\$77.03
		TXN00042110		DEMCO	\$660.91
		TXN00042119		FRED-MEYER #0286 - Purchase	\$42.33
		TXN00042121		BLACKSTONE AUDIO	\$446.23
		TXN00042128		MIDWEST DVD	\$567.07
		TXN00042129		COSTCO	\$32.55
				COSTCO WHSE #0486 - Purchase	\$24.99
		TXN00042142		DEMCO INC - Purchase	\$270.93



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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042150	263843	OVERDRIVE DIGITAL	\$136.90
		TXN00042157		INGRAM BOOKS	\$1,081.03
		TXN00042163		INGRAM BOOKS	\$145.34
		TXN00042170		INGRAM BOOKS	\$69.64
		TXN00042172		INGRAM BOOKS	\$222.37
		TXN00042176		INGRAM BOOKS	\$127.64
		TXN00042187		INGRAM AUDIO	\$202.15
		TXN00042194		AMAZON	\$62.72
		TXN00042199		INGRAM BOOKS	\$135.39
		TXN00042202		OVERDRIVE DIGITAL	\$92.00
		TXN00042209		INGRAM BOOKS	\$410.93
		TXN00042220		INGRAM BOOKS	\$155.17
		TXN00042233		TARGET 00023143 - Credi	(\$74.92)
		TXN00042238		INGRAM BOOKS	\$1,832.85
		TXN00042258		OVERDRIVE DIGITAL	\$34.94
		TXN00042269		INGRAM BOOKS	\$592.66
		TXN00042271		THE HOME DEPOT #4746 - Purchas	\$52.04
		TXN00042272		INGRAM BOOKS	\$170.01
		TXN00042278		MIDWEST DVD	\$842.37
		TXN00042282		INGRAM BOOKS	\$166.95
		TXN00042283		WAYFAIR Wayfair - Purchase	\$975.42
		TXN00042286		INGRAM BOOKS	\$110.08
		TXN00042304		ON SCENE MED-VACCINE-TRUMP	\$85.00
		TXN00042318		INGRAM BOOKS	\$78.55
		TXN00042322		Amazon.com M08UV6OT0 - Purchas	\$43.40
		TXN00042329		AMZN Mktp US M00UZ1OH0 - Purch	\$108.55
		TXN00042332		INGRAM BOOKS	\$308.46
		TXN00042334		INGRAM BOOKS	\$73.35
		TXN00042336		INGRAM BOOKS	\$1,021.21
		TXN00042344		INGRAM BOOKS	\$42.96
		TXN00042346		INGRAM BOOKS	\$384.49
		TXN00042348		AMAZON	\$15.54
		TXN00042358		MIDWEST DVD	\$565.66
		TXN00042360		AMAZON	\$85.09
		TXN00042371		COSTCO WHSE #0486 - Purchase	\$35.82
		TXN00042374		STAPLES - Purchase	\$90.54
		TXN00042376		SIGNS.COM - Purchase	\$59.04
		TXN00042394		LOWES #02344 - Purchase	\$9.67
		TXN00042405		INGRAM BOOKS	\$133.76
		TXN00042439		USPS PO 5471400352 - Purchase	\$3.50
		TXN00042442		INGRAM BOOKS	\$591.75



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042454	263843	SP VENMILL - Purchase	\$1,958.98
		TXN00042455		AMZN Mktg US M07NZ90M2 - Purch	\$14.11
		TXN00042456		INGRAM BOOKS	\$355.86
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$3,930.10
MIDWEST TAPE		96676072	263586	DIGITAL DATABASES	\$3,737.27
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$156.49
XEROX CORPORATION		095056126	263729	LX5-692939 BASE/PRINTS-OCT	\$174.29
LIBRARY TOTAL ****					\$26,205.11
Division:	330	PARKS & RECREATION ADMIN			
AVANTECH INC	P059756	18-3159	263422	DAVE BRYANT, PARK PLANNER/DESI	\$1,412.64
MICHAEL TERRELL-LANDSCAPE ARCHITECTURE, PLLC	P059793	3436	263585	UPDATE PARK MASTER PLAN	\$1,080.10
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$230.12
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$1,231.75
PARKS & RECREATION ADMIN TOTAL ****					\$3,954.61
Division:	331	PARKS & REC - RECREATION			
BANK OF AMERICA		TXN00042033	263843	THE HOME DEPOT - STAPLE GUN, S	\$54.96
		TXN00042041		PRINTER TONER	\$108.59
		TXN00042055		AMAZON - WINTER WONDERLAND COS	\$120.39
		TXN00042061		AMAZON - WINTER WONDERLAND COS	\$64.06
		TXN00042083		FALL CARNIVAL - PRINTING PHOTO	\$7.06
		TXN00042106		WALL CLOCK	\$27.74
		TXN00042107		PAYPAL - WINTER WONDERLAND COS	\$139.00
		TXN00042112		HOME DEPOT - WINTER WONDERLAND	\$19.22
		TXN00042126		SIGNSIMPL LLC,PERSONAL PLAN	\$16.00
		TXN00042131		JIMMY JOHNS - EVENT MEETING	\$55.27
		TXN00042169		HOME DEPOT - GLOVES	\$21.72
		TXN00042196		400 - Poker Table	\$118.36
		TXN00042197		LIGHTORAMAI - WINTER WONDERLAN	\$29.95
		TXN00042210		HOME DEPOT - WINTER WONDERLAND	\$39.20
		TXN00042219		HOME DEPOT - WINTER WONDERLAND	\$273.30
		TXN00042247		HOME DEPOT - WINTER WONDERLAND	\$81.73
		TXN00042270		CONOCO - UNITED PACIFIC 0 - IC	\$5.98
		TXN00042275		HOME DEPOT - WINTER WONDERLAND	\$69.31
		TXN00042287		HOME DEPOT - WINTER WONDERLAND	\$56.21
		TXN00042313		HOME DEPOT - WINTER WONDERLAND	\$38.26
		TXN00042319		WWW.JOINHOMEBASE.COM	\$29.95
		TXN00042330		WWW.JOINHOMEBASE.COM - Credit	(\$2.65)
		TXN00042331		WWW.JOINHOMEBASE.COM -	\$29.95
		TXN00042343		500 - COPY PAPER	\$84.60
		TXN00042350		HOME DEPOT - WINTER WONDERLAND	\$77.38



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042356	263843	400 - Poker Table	(\$118.36)
		TXN00042368		WINTER WONDERLAND	\$122.53
		TXN00042375		AMZN Mktp US M03OL60S1 - RCC S	\$26.03
		TXN00042383		HOME DEPOT - WINTER WONDERLAND	\$28.14
		TXN00042385		ACE - WINTER WONDERLAND PARTS	\$12.99
		TXN00042386		WINTER WONDERLAND	\$30.38
		TXN00042398		AMZN Mktp US M00UM91R1 - RCC S	\$51.94
		TXN00042417		HOME DEPOT - WINTER WONDERLAND	\$54.15
		TXN00042419		WAL-MART #3261 - WW TREE/PARK	\$230.34
		TXN00042446		WINTER WONDERLAND	\$21.72
		TXN00042462		WAL-MART - WINTER WONDERLAND F	\$59.70
		TXN00042464		WINTER WONDERLAND	\$140.48
BENTON FRANKLIN HEALTH DISTRICT		0301-14008/2019	263876	2019 HEALTH DEPT LICENSE RCC	\$100.00
ELIZABETH E TROST		OCTOBER 2018	263491	OCTOBER CLASS-7212	\$374.85
EWING IRRIGATION PRODUCTS INC		6526939	263496	WHIT LIGHTS-WINTER WONDERLAND	\$1,356.31
		6541047		PLUGS, TIMER-WINTER WONDERLAND	\$168.45
		6541048		GREEN LIGHTS-WINTER WONDERLAND	\$140.16
FRONTIER	S018142	11/18 2061882614	263505	TELEPHONE CHARGE 11/19/18-12/1	\$198.16
	S018142	11/18 5099464177		TELEPHONE CHARGE 11/19/18-12/1	\$82.89
GLOWING SUN		OCTOBER 2018	263515	SHOTOKAN KARATE CLASSES	\$205.80
HEALTHY FEET LLC		NOVEMBER 2018	263537	FOOT CARE CLASSES-NOVEMBER	\$910.80
KIM FETROW PHOTOGRAPHY		2090	263928	WINTER WONDERLAND PHOTOGRAPHY	\$325.80
MASON, PATTI L		NOVEMBER 2018	263577	FITNESS CLASSES-NOVEMBER	\$448.88
MILESTONES ATHLETIC SUPPLY INC		87158	263934	100 YOUTH BASKETBALLS	\$484.90
MILLER, JO ANN		NOVEMBER 2018	263588	DANCE INSTRUCTOR-NOVEMBER	\$676.20
RED DOOR PARTY RENTALS LLC		54916-2	263943	CANOPY RENTAL FALL CARNIVAL	\$1,856.75
RICHLAND ACE HARDWARE		64728/1	263633	TARP/CORD	\$37.94
		65000/1		WINTER WONDERLAND PARTS	\$48.85
		65076/1		WINTER WONDERLAND PARTS	\$25.80
		65083/1		WINTER WONDERLAND PARTS	\$15.83
		65093/1		HOOKS MINI CLEAR	\$28.21
		65175/1	263798	WINTER WONDERLAND PARTS	\$44.96
		65196/1	263633	OUTDOOR LIGHT CLIP	\$14.11
		65208/1		EXTENSION CORD	\$12.14
		65219/1	263798	WINTER WONDERLAND PARTS	\$16.47
		65223/1	263633	GARDEN STAPLES/FLAME LIGHTERS	\$22.89
		65227/1	263798	WINTER WONDERLAND PARTS	\$5.42
RIVERSIDEDAVE LLC		834	263948	AV PROD SERVICE WINTER WONDRD	\$2,850.00
SMG TRI-CITIES, LLC		112618	263956	LIVE @ 5 FALL VERSION	\$7,045.00
SPORT SUPPLY GROUP INC	P059788	903822253	263882	PITCH PRO GAME MOUND 8" H	\$10,403.88
	P059788			FREIGHT	\$733.05



City Of Richland

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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TREASURE VALLEY COFFEE CO		103368	263965	RCC COFFEE DELIVERY	\$80.00
URM STORES INC		3-0-282004	263969	COFFEE & RCC SUPPLIES	\$50.60
				COFFEE & RCC SUPPLIES	\$51.02
		3-0-283942		WINTER WONDERLAND SUPPLIES	\$204.37
XEROX CORPORATION		095056105	263984	MX4-322135 BASE/PRINTS-OCT	\$129.57
				MX4-322135 BASE/PRINTS-OCT	\$231.35
PARKS & REC - RECREATION TOTAL ****					\$31,606.99
Division:	335	PARKS & REC - PARKS&FACILITIES			
ARAMARK UNIFORM SERVICES INC	S018148	11/18-934962000	263734	LINEN CHARGE FOR NOVEMBER	\$463.50
BANK OF AMERICA		TXN00042028	263843	AMAZON - COMPUTER SPEAKERS	\$30.40
		TXN00042030		OFFICE DEPOT - BUSINESS CARD	\$29.95
		TXN00042038		OFFICE DEPOT - TRAYS	\$41.66
		TXN00042042		CLAIM ADJ/WWW.NEWEGG.COM - FRA	(\$197.42)
		TXN00042043		HOME DEPOT - GRINDER	\$150.95
		TXN00042071		HOME DEPOT - FLAG - RPD	\$40.16
		TXN00042094		Amazon Prime - Supplies	\$14.11
		TXN00042113		CARROT TOP - USA FLAGS, POW/MI	\$509.58
		TXN00042144		FIELD INSTRUMENTS - FLOAT SWIT	\$168.55
		TXN00042188		HOME DEPOT - H.R. DUGOUT REPAI	\$207.93
		TXN00042226		DISPLAYS2GO - COMFORT STATION	\$48.13
		TXN00042230		THE LOCK PEOPLE - 3305 & 0464	\$418.08
		TXN00042240		ACE - RETURN	(\$45.60)
		TXN00042241		ACE - ANTI-FREEZE - WINTERIZAT	\$32.47
		TXN00042257		ACE - WINTERIZATION PARTS	\$104.21
		TXN00042284		AMAZON - BACKFLOW REPAIR KIT	\$35.99
		TXN00042304		ON SCENE MED-DOT/CDL PHYS-ROJ	\$220.00
		TXN00042351		LOWES - HVAC PARTS	\$171.66
		TXN00042364		SPN Underwater Ki - FLASHLIGHT	\$56.98
		TXN00042372		ACE - PLUMBING PARTS	\$26.19
		TXN00042399		CUBICLE KEYS - LOCK REMOVAL KE	\$40.00
		TXN00042428		AMAZON - DEWALT TOOL KIT - KYL	\$389.87
		TXN00042431		SUPPLYHOUSE.- HVAC PARTS	\$192.28
		TXN00042432		WA L & I KENNEWICK - ELEVATOR	\$32.00
BENTON COUNTY SHERIFF'S OFFICE		10/18 WORKCREW II	263431	WORKCREW II OCTOBER	\$3,253.60
CENTRAL PRE-MIX CONCRETE PRODUCTS COMPANY		110231011	263454	HORN RAPIDS PLANTERS	\$1,463.84
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$192.75
				CITY UTILITY BILLS/NOV 18	\$175.15
				CITY UTILITY BILLS/NOV 18	\$266.67
				CITY UTILITY BILLS/NOV 18	\$248.13
				CITY UTILITY BILLS/NOV 18	\$241.90



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$236.99
				CITY UTILITY BILLS/NOV 18	\$23.67
				CITY UTILITY BILLS/NOV 18	\$235.28
				CITY UTILITY BILLS/NOV 18	\$27.18
				CITY UTILITY BILLS/NOV 18	\$19.96
				CITY UTILITY BILLS/NOV 18	\$222.70
				CITY UTILITY BILLS/NOV 18	\$193.26
				CITY UTILITY BILLS/NOV 18	\$194.95
				CITY UTILITY BILLS/NOV 18	\$23.61
				CITY UTILITY BILLS/NOV 18	\$28.95
				CITY UTILITY BILLS/NOV 18	\$201.18
				CITY UTILITY BILLS/NOV 18	\$26.63
				CITY UTILITY BILLS/NOV 18	\$206.85
				CITY UTILITY BILLS/NOV 18	\$227.18
				CITY UTILITY BILLS/NOV 18	\$185.33
				CITY UTILITY BILLS/NOV 18	(\$384.54)
				CITY UTILITY BILLS/NOV 18	\$25.09
				CITY UTILITY BILLS/NOV 18	\$432.15
				CITY UTILITY BILLS/NOV 18	\$383.99
				CITY UTILITY BILLS/NOV 18	\$350.70
				CITY UTILITY BILLS/NOV 18	\$25.36
				CITY UTILITY BILLS/NOV 18	\$345.65
				CITY UTILITY BILLS/NOV 18	\$318.58
				CITY UTILITY BILLS/NOV 18	\$46.10
				CITY UTILITY BILLS/NOV 18	\$304.38
				CITY UTILITY BILLS/NOV 18	\$24.96
				CITY UTILITY BILLS/NOV 18	\$275.00
				CITY UTILITY BILLS/NOV 18	(\$7,858.07)
				CITY UTILITY BILLS/NOV 18	\$273.35
				CITY UTILITY BILLS/NOV 18	(\$226.13)
				CITY UTILITY BILLS/NOV 18	\$7.34
				CITY UTILITY BILLS/NOV 18	\$10.29
				CITY UTILITY BILLS/NOV 18	\$26.45
				CITY UTILITY BILLS/NOV 18	\$10.71
				CITY UTILITY BILLS/NOV 18	\$297.08
				CITY UTILITY BILLS/NOV 18	\$16.66
				CITY UTILITY BILLS/NOV 18	\$19.60
				CITY UTILITY BILLS/NOV 18	\$48.03
				CITY UTILITY BILLS/NOV 18	\$27.10
				CITY UTILITY BILLS/NOV 18	\$169.90
				CITY UTILITY BILLS/NOV 18	\$26.31



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VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$65.20
				CITY UTILITY BILLS/NOV 18	\$162.16
				CITY UTILITY BILLS/NOV 18	\$454.30
				CITY UTILITY BILLS/NOV 18	\$37.79
				CITY UTILITY BILLS/NOV 18	\$483.34
				CITY UTILITY BILLS/NOV 18	\$115.21
				CITY UTILITY BILLS/NOV 18	\$41.92
				CITY UTILITY BILLS/NOV 18	\$113.49
				CITY UTILITY BILLS/NOV 18	\$108.70
				CITY UTILITY BILLS/NOV 18	\$107.87
				CITY UTILITY BILLS/NOV 18	\$102.51
				CITY UTILITY BILLS/NOV 18	\$124.05
				CITY UTILITY BILLS/NOV 18	\$63.18
				CITY UTILITY BILLS/NOV 18	\$127.38
				CITY UTILITY BILLS/NOV 18	\$24.01
				CITY UTILITY BILLS/NOV 18	\$94.24
				CITY UTILITY BILLS/NOV 18	\$94.09
				CITY UTILITY BILLS/NOV 18	\$92.91
				CITY UTILITY BILLS/NOV 18	\$91.85
				CITY UTILITY BILLS/NOV 18	\$87.06
				CITY UTILITY BILLS/NOV 18	\$67.51
				CITY UTILITY BILLS/NOV 18	\$85.05
				CITY UTILITY BILLS/NOV 18	\$39.30
				CITY UTILITY BILLS/NOV 18	\$76.12
				CITY UTILITY BILLS/NOV 18	\$95.00
				CITY UTILITY BILLS/NOV 18	\$29.80
				CITY UTILITY BILLS/NOV 18	\$24.55
				CITY UTILITY BILLS/NOV 18	\$29.26
				CITY UTILITY BILLS/NOV 18	\$23.87
				CITY UTILITY BILLS/NOV 18	\$24.48
				CITY UTILITY BILLS/NOV 18	\$159.80
				CITY UTILITY BILLS/NOV 18	\$155.55
				CITY UTILITY BILLS/NOV 18	\$48.09
				CITY UTILITY BILLS/NOV 18	\$153.83
				CITY UTILITY BILLS/NOV 18	\$117.15
				CITY UTILITY BILLS/NOV 18	\$53.05
				CITY UTILITY BILLS/NOV 18	\$44.12
				CITY UTILITY BILLS/NOV 18	\$29.68
				CITY UTILITY BILLS/NOV 18	\$44.96
				CITY UTILITY BILLS/NOV 18	\$29.82
				CITY UTILITY BILLS/NOV 18	\$61.32



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$30.65
				CITY UTILITY BILLS/NOV 18	\$31.29
				CITY UTILITY BILLS/NOV 18	\$31.83
				CITY UTILITY BILLS/NOV 18	\$32.35
				CITY UTILITY BILLS/NOV 18	\$34.42
				CITY UTILITY BILLS/NOV 18	\$146.20
				CITY UTILITY BILLS/NOV 18	\$139.30
				CITY UTILITY BILLS/NOV 18	\$37.64
				CITY UTILITY BILLS/NOV 18	\$45.56
				CITY UTILITY BILLS/NOV 18	\$494.35
				CITY UTILITY BILLS/NOV 18	\$2,160.03
				CITY UTILITY BILLS/NOV 18	\$3,063.77
				CITY UTILITY BILLS/NOV 18	\$1,164.44
				CITY UTILITY BILLS/NOV 18	\$727.28
				CITY UTILITY BILLS/NOV 18	\$1,867.93
				CITY UTILITY BILLS/NOV 18	\$1,264.62
				CITY UTILITY BILLS/NOV 18	\$1,250.20
				CITY UTILITY BILLS/NOV 18	\$872.22
				CITY UTILITY BILLS/NOV 18	\$903.88
				CITY UTILITY BILLS/NOV 18	\$910.29
				CITY UTILITY BILLS/NOV 18	\$1,936.52
				CITY UTILITY BILLS/NOV 18	\$945.90
				CITY UTILITY BILLS/NOV 18	\$995.98
				CITY UTILITY BILLS/NOV 18	\$443.40
				CITY UTILITY BILLS/NOV 18	\$1,027.35
				CITY UTILITY BILLS/NOV 18	\$696.57
				CITY UTILITY BILLS/NOV 18	\$641.42
				CITY UTILITY BILLS/NOV 18	\$535.68
				CITY UTILITY BILLS/NOV 18	\$1,170.50
				CITY UTILITY BILLS/NOV 18	\$1,242.95
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		544061/PYMT 9	263471	ANNUAL LEASE/RENTAL FEE 544061	\$500.00
		3627-601042		BULB RECYCLE KIT	\$94.43
		3627-601391		JOHN DAM PLAZA LIGHTS	\$177.00
		3627-601507		CEILING SENSORS-CREW ROOM	\$126.98
		3627-601662		COL PT PHOTO CONTROL BUTTON	\$17.94
		3627-602102		LIGHTS-FIRE STATION 71	\$124.89
D&V GENERAL CONTRACTOR	P059789	3627-602144	263477	LIGHTS-FIRE STATION 71	\$439.46
		2101		INSTALL CONCRETE DUGOUT PADS A	\$9,019.93
		6746496		PLUMBING PARTS	\$117.96
FERGUSON ENTERPRISES INC		6747874	263500	PLUMBING PARTS	\$126.84
		11/18 2061882614	263505	TELEPHONE CHARGE 11/19/18-12/1	\$1,132.82
FRONTIER	S018142	11/18 2061882614	263505	TELEPHONE CHARGE 11/19/18-12/1	\$1,132.82



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER	S018142	11/18 2061882614	263505	TELEPHONE CHARGE 11/19/18-12/1	\$33.24
GRAINGER	S018140	9011570968	263518	SPST THERMOSTAT ITEM #1VEH5	\$120.87
	S018140	9014482120		FLEX TUBE DIAPHRAGM ITEM #4FB3	\$50.84
GRANITE CONSTRUCTION COMPANY	P059722	1503753	263521	LESLIE GROVES BIKE TRAIL	\$78,781.58
GREENWORKS LANDSCAPING LLC		1498	263523	CRESTED HILLS LANDSCAPING	\$4,960.85
GTP INVESTMENTS LLC	P058743	405660237	263527	BADGER MTN LEASE FOR CITYY CEL	\$22.26
	P058743	405660238		BADGER MTN LEASE FOR CITYY CEL	\$312.50
MICHAEL TERRELL-LANDSCAPE ARCHITECTURE, PLLC	P059793	3436	263585	UPDATE PARK MASTER PLAN, CONTR	\$10,000.00
MOON SECURITY SERVICES INC		952644	263593	BASIC FIRE MONITOR LIBRARY	\$36.00
		953359		ST#74 CELL GSM FIRE B/U	\$50.00
		953729		COL RIVER EXHIBITION	\$59.00
		955025		BASIC FIRE MONITORING	\$36.00
				BASIC FIRE MONITORING	\$33.00
OXARC INC		30517860	263610	CO2	\$112.67
		60286295		CYLINDER RENTAL-NOVEMBER	\$139.50
		60286298		CYLINDER RENTAL-NOVEMBER 18	\$90.19
RED DOOR PARTY RENTALS LLC		54916-2	263943	CANOPY RENTAL FALL CARNIVAL	\$350.00
RICHLAND ACE HARDWARE		216670/2	263633	PROPANE - H.R. DUGOUT BEAUT	\$21.71
		216699/2	263798	PAINT - VANALISM	\$15.18
		64191/1		VELCRO - COUNCIL CHAMBERS	\$14.11
		64835/1		SHOP VAC	\$97.73
		65002/1	263633	COUPLER, ADAPTER	\$5.30
				GLOVES, BLADES, CUTTING WH	\$62.90
		65009/1		COUPLER, PVC PIPE	\$21.69
		65015/1		ANTI-FREEZE	\$19.48
		65029/1		BATTERY FILLER SYRING	\$6.51
		65036/1		PLUGS	\$1.94
		65074/1		ANTI-FREEZE	\$25.98
		65096/1		CARB & CHOKE CLEANER	\$5.42
		65098/1		SINK KLEAN, DRANO	\$15.18
		65101/1		WAX RING, TOILET BOLTS	\$15.39
		65106/1		GRAFFITI REMOVAL PAINT	\$8.67
		65129/1		HVAC PARTS	\$73.50
		65165/1	263798	SPRAY EQUIP REPAIR PARTS	\$22.73
		65173/1		GLOVES	\$13.99
		65193/1		LIGHTS - RCC	\$26.00
				GLOVES	\$21.58
		65194/1		VELCRO - COUNCIL CHAMBERS	\$10.85
		65200/1		PLUMBING PARTS	\$16.28
		65222/1		SCREWS	\$39.07



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		65245/1	263798	FUSE - IRRIGATION BLOWOUT	\$4.98
		65248/1		PLUMBING PARTS	\$22.55
		65255/1		RCC MAINTENANCE PARTS	\$53.75
SPRAGUE PEST SOLUTIONS		3679126	263668	NOV 2018 MONTHLY SERVICE-FS 4	\$103.17
STONEMAN ELECTRIC SUPPLY		S102596644.001	263676	BLANK COVER	\$1.25
THE KENERSON GROUP	S018153	1,054	263964	TREE WORKS SOFTWARE MAINTENANC	\$800.00
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$143,515.16
Division:	338	PARKS & REC - PROJECT ADMIN			
BANK OF AMERICA		TXN00042141	263843	RICKS CUSTOM FENCING - TRAILHE	\$148.13
PARKS & REC - PROJECT ADMIN TOTAL ****					\$148.13
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00042133	263843	DRI PRINTING SERVICES - SMALL	\$570.52
		TXN00042259		AMZN Mktp US -STAMPS FOR SM BU	\$60.30
		TXN00042308		AMZN Mktp US - SHIPPING CHARGE	(\$13.46)
		TXN00042327		MICHAELS STORES - SM BUS. SAT	\$96.35
INGSTAD RADIO WASHINGTON LLC		BLRF2018-009	263923	LIVE @ 5 CONTRACT #133-18	\$10,841.29
KCMB LLC		28N0017784	263553	KCMB-104.7FM TOURISM-NOV	\$299.00
KWRL LLC		18N0017783	263564	KWRL-99.9FM TOURISM-NOV	\$299.00
THE OBSERVER		2440459	263685	THE OBSERVER-TRSM-OCT/NOV 18	\$2,069.77
NON-DEPARTMENTAL TOTAL ****					\$14,222.77
GENERAL FUND Total ***					\$747,084.78
FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P059856	386656	263732	5/8 TOP COURSE, INV #386656	\$184.34
	P059856	389829		NON CHLORIDE ACCERERATOR	\$11.40
	P059856			ENVIRONMENTAL SURCHARGE	\$6.52
	P059856			3500PSI EXTERIOR	\$329.06
	P059856			SHORT LOAD CHARGE	\$135.75
	P059856			STANDBY TIME	\$103.91
ARROW CONSTRUCTION SUPPLY INC		227457	263735	ID LOCATORS - FREIGHT	\$191.68
BANK OF AMERICA		TXN00042222	263843	DELL,PORT DESK DOCK	\$305.37
		TXN00042242		OFFICE DEPOT #1078 - Purchase	\$27.17
BC SALES CO INC		B492499	263423	BOOTS (RUSSELL)	\$150.00
BEAVER BARK & ROCK		914599	263424	CONCRETE	\$183.51
		915266		CONCRETE	\$288.85
BENTON PUD		12/18 39091002	263877	CRIME VICTIMS COMP BCDC-NOV 18	\$95.20
CITY OF RICHLAND		09/2018-27-	263890	#27 LANDFILL FEES	\$0.50
		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$85.31
				CITY UTILITY BILLS/NOV 18	\$936.91



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ECONOLITE CONTROL PRODUCTS INC	P059620	146802	263904	FREIGHT	\$32.58
	P059620			REPAIR 2 SOLO TERRA CAMERAS, M	\$1,086.00
FRONTIER	S018142	11/18 2061882614	263505	TELEPHONE CHARGE 11/19/18-12/1	\$91.05
GTP INVESTMENTS LLC	P058743	405660237	263527	BADGER MTN LEASE FOR CITYY CEL	\$14.24
	P058743	405660238		BADGER MTN LEASE FOR CITYY CEL	\$200.00
HERC RENTALS INC		3042894-001	263538	LIQUID PROPANE 7.8 GAL	\$33.80
MIDWESTERN SOFTWARE SOLUTIONS LLC		16283.M-3	263587	TRAFFIC CRASH LOCATION SYSTEM	\$660.00
RENZ, JOE		102618	263796	REIMB CDL RENEWAL	\$102.00
RICHLAND ACE HARDWARE		216673/2	263633	WINDSHIELD DE-ICER	\$4.12
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$57.53
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$318.74

STREETS MAINTENANCE TOTAL ****

\$5,635.54

CITY STREETS Total ***

\$5,635.54

FUND 112

INDUSTRIAL DEVELOPMENT FUND

Division:

305

ECONOMIC DEVELOPMENT

BANK OF AMERICA		TXN00042303	263843	TRI-CITY REGIONAL CHAMBER - LU	\$50.00
		TXN00042325		TRICITIES HISPANIC CHAMB - LUN	\$40.00
		TXN00042457		IEDC ONLINE - ANNUAL MEMBERSHI	\$185.00
		TXN00042460		TC REG CHAMBER - WM.BUS. CONF.	\$129.00
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$258.74
DAILY JOURNAL OF COMMERCE	S018144	367835	263478	RFQ #18-0143 PURCHASE &	\$128.80
RGW ENTERPRISES PC	P058952	10/18-ENG/DRF	263797	AMD #1 - ADDITIONAL SERVICES	\$8,620.00
	P058953	10/18-PM HOURS	263632	AMD #2 - INCREASE FEE FOR SERV	\$4,725.00
TRIDEC		3704	263693	2018 IMPACT LUNCHEON	\$50.00
	P059026	3706		ANNUAL MARKETING AGREEMENT #10	\$7,500.00
VISION TECHNOLOGY SOLUTIONS LLC DBA	P058810	36395	263826	Vision Technology Solutions	\$5,000.00

ECONOMIC DEVELOPMENT TOTAL ****

\$26,686.54

Division:

306

ECONOMIC DEVELOPMENT
PROJECTS

BANK OF AMERICA		TXN00042289	263843	BENTON COUNTY AUDITOR - Comm D	\$106.23
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$72.81
F&AO, USACE, WALLA WALLA		515352	263497	ADMIN FEES FOR FLOWAGE EASEMNT	\$36,000.00
PERMIT SURVEYING INC		171159-7.inv	263620	LOGSTON RD RELIQUISHMENT	\$3,330.00
		18119-2.inv		POLAR WAY TOPO	\$2,182.50
		18132-1.INV		PACKAGING CORP-ALTA	\$6,097.50
		18138-1.INV		KINGSGATE/BATTELLE TOPO	\$1,170.00
RGW ENTERPRISES PC	P058952	10/18-LRF ENG/DRF	263797	ENGINEERING RELATED TO LAND SA	\$1,350.00

ECONOMIC DEVELOPMENT PROJECTS TOTAL ****

\$50,309.04

INDUSTRIAL DEVELOPMENT FUND Total ***

\$76,995.58



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 117		PUBLIC SAFETY SALES TAX			
Division:	131	PSST POLICE ACTIVITY			
POW CONTRACTING	P059795	C361-18/PMT 1	263624	1604 MCPHERSON, RICHLAND SIDEW	\$5,077.90
				PSST POLICE ACTIVITY TOTAL ****	\$5,077.90
				PUBLIC SAFETY SALES TAX Total ***	\$5,077.90
FUND 150		HOTEL/MOTEL FUND			
Division:	307	HOTEL/MOTEL TAX			
AMERICAN CHEMICAL SOCIETY RICHLAND SECTION		NORM #5	263837	2018 HOTEL/MOTEL CONT 16-18	\$3,000.00
				HOTEL/MOTEL TAX TOTAL ****	\$3,000.00
				HOTEL/MOTEL FUND Total ***	\$3,000.00
FUND 153		COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
ELIJAH FAMILY HOMES		2443	263905	TRANSITION TO SUCCESS #01-18	\$1,130.44
TRI CITY HERALD	S018145	0001593452	263691	TRI-CITIES HOME CONSORTIUM 201	\$200.63
TU DECIDES MEDIA INC		2018-28794	263967	AD 2019 CDBG/HOME PUB HEARING	\$75.00
				CDBG PROGRAM TOTAL ****	\$1,406.07
				COMMUNITY DEV BLOCK GRANT Total ***	\$1,406.07
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			
CITY OF KENNEWICK		DECEMBER 18-2	263888	HOME DPA 9/01/18-11/30/18	\$10,707.01
TRI CITY HERALD	S018145	0001593452	263691	TRI-CITIES HOME CONSORTIUM 201	\$200.62
TU DECIDES MEDIA INC		2018-28794	263967	AD 2019 CDBG/HOME PUB HEARING	\$75.00
				HOME PROGRAM TOTAL ****	\$10,982.63
				HOME FUND Total ***	\$10,982.63
FUND 301		STREETS CAPITAL CONSTRUCTION			
Division:	000				
PREMIER EXCAVATION INC		C150-18/PMT 4	263942	RETAINAGE	(\$16,705.64)
				UNASSIGNED TOTAL ****	(\$16,705.64)
Division:	402	ARTERIAL STREETS			
AMERICAN ROCK PRODUCTS INC	P059856	390929	263732	5/8 TOP COURSE, INV #390929	\$167.31
	P059856	391485		3500PSI EXTERIOR	\$329.06
	P059856			ENVIRONMENTAL SURCHARGE	\$6.52
	P059856			SHORT LOAD CHARGE	\$135.75
	P059856	391735		3500 PSI EXTERIOR, INV #391735	\$438.74



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC	P059856	391735	263732	ENVIRONMENTAL SURCHARGE	\$8.69
BANK OF AMERICA		TXN00042145	263843	THE HOME DEPOT #4746 - Purchas	\$43.87
BERGER ABAM ENGINEERS INC	S054546	324788	263434	CO #4 - CONSTRUCTION SUPPORT	\$77,802.50
PREMIER EXCAVATION INC		C150-18/PMT 4	263942	HENDERSON LOOP WEST - PMT 4	\$263,207.26
WALKER HEYE MEEHAN & EISINGER PLLC		1	263976	SWIFT BLVD IMP UTILITY EASEMNT	\$1,945.00
ARTERIAL STREETS TOTAL ****					\$344,084.70
STREETS CAPITAL CONSTRUCTION Total ***					\$327,379.06

FUND 380 PARK PROJECT CONSTRUCTION

Division: 337 PARKS & REC PROJECTS

BANK OF AMERICA		TXN00042136	263843	JOBS NURSERY - CRAIGHILL TREES	\$183.59
		TXN00042185		WOODS NURSERY - TRAILHEAD TREE	\$479.85
		TXN00042379		GRAINGER - AUGER BIT - GOETHAL	\$31.76
		TXN00042433		ACE - COL PT VAULT PARTS	\$13.23
		TXN00042449		ACE - COL PT IRR VAULT	\$26.04
		TXN00042461		ACE - COL PT IRR VAULT PARTS	\$23.43
		TXN00042465		HOME DEPOT - COL PT IRR VAULT	\$15.65
		TXN00042472		ACE - COL PT IRR VAULT PARTS	\$20.83
BEAVER BARK & ROCK		915027	263424	CONCRETE GOETHALS PARK	\$223.51
FAMILY FARMS DBA	P059560	C268-18/PMT 2	263908	RIVERFRONT TRAIL RECONSTRUCTIO	\$41,989.71
	P059560			CO #1 UNFORESSSEN WORK	\$17,100.62
PREMIER LANDSCAPING & DESIGN	P059538	CO-1727202	263626	REPLACE DIVE TILES AT GEORGE P	\$4,756.37
RICHLAND ACE HARDWARE		65179/1	263798	CONCRETE - GOETHALS PARK	\$59.62
		65181/1		BUCKET - GOETHALS PARK	\$10.84
PARKS & REC PROJECTS TOTAL ****					\$64,935.05
PARK PROJECT CONSTRUCTION Total ***					\$64,935.05

FUND 385 GENERAL GOVT CONSTRUCTION

Division: 000

LEONE & KEEBLE INC		16-292 ESCROW #21	263778	11027513-RICHLAND CITY HALL	\$53,071.47
UNASSIGNED TOTAL ****					\$53,071.47
Division: 900 NON-DEPARTMENTAL					
BANK OF AMERICA		TXN00042214	263843	LU LU CRAFT BAR & KI - NEW CIT	\$42.21
		TXN00042267		LOGMEIN GOTOMEETING - NEW CITY	\$31.50
HILL INTERNATIONAL INC	P056666	0000030	263920	DESIGN-BUILD OVERSIGHT SERVICE	\$2,042.45
NON-DEPARTMENTAL TOTAL ****					\$2,116.16
GENERAL GOVT CONSTRUCTION Total ***					\$55,187.63

FUND 401 ELECTRIC UTILITY FUND

Division: 000



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANIXTER INC	P059452	3976742-03	263418	FUSE, S&C, SM4 40E AMP 14.4KV	\$1,981.95
	P059452			FUSE, S&C, SM4 25E AMP 14.4KV	\$1,981.95
	P059453	3989077-04		INSULATOR STRAIN 78"FIBERGLASS	\$104.53
	P059484	3989964-04		TERM, JACKETED, T-BODY JACKET	\$6,361.25
	P059500	3995749-01		XFMR,PAD,3-PH 150 KVA 208Y/120	\$18,939.84
	P059500			XFMR,PAD,3-PH 112 KVA 480Y/277	\$7,697.57
	P059500	3995749-02		XFMR,PAD,3-PH 150 KVA 208Y/120	\$9,469.92
	P059555	4013025-01	263838	XFMR,PAD,1-PH 75 KVA, 240/120,	\$77,946.56
	P059555	4013025-02		XFMR,PAD,1-PH 75 KVA, 240/120,	\$36,680.74
	P059629	4037544-01	263418	SPLICE, 3-M CONNECTOR, 1/0 STR	\$92.31
	P059515	4046124-00		PADLOCK EQUIPMENT FARGO GM-322	\$1,296.68
	P059515	4046124-01	263838	MARKER, BLANK WHITE URD TAG,	\$814.50
	P059681	4046127-01	263418	PADLOCK EQUIPMENT FARGO GM-322	\$3,025.60
	P059681	4046127-02		PADLOCK EQUIPMENT FARGO GM-322	\$864.46
	P059659	4053660-02		BOLT, MACHINE 3/4 X 14,JOSLYN	\$17.03
	P059689	4055029-00		CABLE, SEC,OH TRIPLEX, #6 AL,	\$1,938.66
	P059645	4056151-02		SLEEVE SHRINK END CAP 750-1500	\$65.16
	P059645			COVER, CONDUCTOR UP TO .450",	\$1,227.18
	P059645	4056151-03	263838	SLEEVE SHRINK,1.100-.375 X 12"	\$294.03
	P059645			SLEEVE SHRINK,.750-.220 X 9",	\$389.87
	P059645	4056151-04		SLEEVE,INSULATED, #6 STRANDED,	\$33.01
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P059762	3627-601290	263896	BALLAST, ELECTRONIC, CFM, NON-	\$51.64
	P059762			BALLAST, ELECTRONIC, CFQ-26W	\$229.58
	S018113	3627-601855	263471	LUMINAIRE, LED, 70 W EQUIV,	\$5,391.99
	P059774	3627-601858		LUMINAIRE, LED, 200W EQUIV,	\$7,389.14
	P059577	3627-601926/60193		LUMINAIRE, LED, 200W EQUIV,	\$6,157.62
	P059577			LUMINAIRE, LED, 100W EQUIV,	\$8,815.50
	P059577			LUMINAIRE, LED, 400W EQUIV,	\$8,063.55
	S018069	3627-601928		LUMINAIRE, LED FLOOD, 200W EQ,	\$5,305.11
	S018069			LUMINAIRE, LED FLOOD, 400W EQ,	\$5,679.67
	P059806	3627-602012	263751	NUT, SPRING 3/8-16 STEEL CITY	\$1,137.04
	P059822	3627-602634	263896	PHOTOCONTROL FOR LED LUMINAIRE	\$1,840.77
GENERAL PACIFIC INC	P059598	1320350	263510	ADJUST FOR TAX	(\$0.01)
	P059598			SWITCHGEAR, DEADFRONT, PSE-9	\$30,468.82
	P059598			SWITCHGEAR, DEADFRONT, PSE-10	\$40,259.11
	P059598			SWITCHGEAR, DEADFRONT, PSE-11	\$75,308.67
	P059547	1320711		CONN, CT UTILCO PED 4-500,	\$938.30
	P059547			TERMINAL, COMP 4/0 STR, 2-HOLE	\$157.95
H2 PRE-CAST INC	S018101	1321054	263765	METER, FM2S, 240V, CL200, 1PH	\$3,620.46
	P059530	140805	263531	VAULT COVER,V3,24X36 STEEL	\$13,439.25
	P059530	141497		VAULT COVER,V3,24X36 STEEL	\$16,127.10



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MT HOOD FASTENER COMPANY	P059660	202506	263936	SS BOLT, ASSEMBLY, 1/2-13 X 1-	\$444.00
	P059660			FREIGHT	\$78.66
	P059660			SS BOLT, ASSEMBLY, 1/2-13 X 2-	\$244.00
	P059660			SS BOLT, ASSEMBLY, 1/2-13 X 1-	\$1,145.00
PERMIT REFUND		2018.000030	263874	429 MELISSA SCOPE CHANGE	\$1,145.79
US BANK		TXN05900014900060	263825	BAND-IT BUCKLE FOR STOCK	\$167.38
		TXN98083718715881		DOG BONES FOR STOCK	\$82.80
TOTAL ****					\$404,911.69
Division:	501	BUSINESS SERVICES			
BANK OF AMERICA		TXN00042031	263843	DELL,22 MONITOR P2219H	\$367.18
		TXN00042165		TARGET-CLEANING WIPES	\$11.50
		TXN00042231		Amazon - iphone charging cord	\$20.62
		TXN00042236		GOTPRINT.COM - BUSINESS CARDS	\$11.22
		TXN00042245		LOGMEIN GOTOMEETING - Purchase	\$20.64
		TXN00042261		STARBUCKS - Coffee/pastries fo	\$27.37
		TXN00042274		WALMART.COM-COFFEE URN	\$37.99
		TXN00042277		MCDONALD'S - Futura Training	\$6.52
		TXN00042328		PROJECT MANAGMNT ACADEMY - Bun	\$1,795.00
		TXN00042369		NWPPA - Admin 3 Cert Reg Fee/G	\$1,440.00
		TXN00042401		FRED-MEYER - Admin/ENG Meeting	\$9.57
		TXN00042423		STAPLES - forks/spoons/bandaïd	\$78.67
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$544.23
FRONTIER	S018142	11/18 2061882614	263505	TELEPHONE CHARGE 11/19/18-12/1	\$92.62
GRIMES, KYLIE		121818	263918	GRIMES MILEAGE 3/19 - 12/17/18	\$170.80
STEAGALL, DIANA		120718	263817	REIMB 2018 MILEAGE	\$115.00
UNITED PARCEL SERVICE	S018147	000986641498	263698	WIEGHT CORRECTION FOR PKGS TO	\$30.37
	S018147			7 GROUND PKGS TO HJ ARNETT FOR	\$40.48
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$126.03
BUSINESS SERVICES TOTAL ****					\$4,945.81
Division:	502	ELECTRICAL ENGINEERING			
AVANTECH INC	P059745	18-3158	263422	GREG O'NEIL, ELECTRICAL DESIGN	\$3,628.80
BANK OF AMERICA		TXN00042243	263843	STAPLES - calc ribbon/copy pap	\$81.41
		TXN00042305		AMAZON - Surface 3 Portfolio	\$133.45
		TXN00042384		DRI CISCO SYSTEMS,WEBEX STARTE	\$175.93
		TXN00042445		STAPLES - copy paper	\$57.25
COMMONWEALTH ASSOCIATES INC	P058238	0055368	263470	TASK 4: FACILITY INSPECTIONS A	\$895.50
	P058238	0055372		TASK 4: FACILITY INSPECTIONS A	\$1,462.50
	P058238	0055375		TASK 5: JOINT USE POLE ATTACHM	\$780.50
	P058238	0055376		TASK 7: BENCHMARKING UNIT COST	\$1,393.00
SCHWEITZER ENGINEERING LABORATORIES INC	P059804	INV-000334210	263952	SOFTWARE, SEL-5601-2 SYNCHROWA	\$1,629.00



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VALMONT INDUSTRIES INC	S018051	CD289001879	263705	DIRECT BURY 30' M/H STEEL LIGH	\$27,269.46
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$115.06
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$440.55
ELECTRICAL ENGINEERING TOTAL ****					\$38,062.41
Division:	503	POWER OPERATIONS			
BANK OF AMERICA		TXN00042057	263843	SHOGUN TERIYAKI- CO F161090	\$49.93
		TXN00042073		SHOGUN TERIYAKI-CO F161090	\$131.31
		TXN00042102		WAL-MART-IPHONE ACCESSORIES	\$120.37
		TXN00042120		FIESTA MEXICAN-SO EW170109	\$98.77
		TXN00042159		SHARIS-CO F161012	\$47.80
		TXN00042179		SAKURA ASIAN- CO F161012	\$31.65
		TXN00042227		SHOGUN TERIYAKI-CO F180027	\$68.00
		TXN00042237		STERLINGS-CO F180027	\$50.51
		TXN00042262		APPLEBEES-HO F180028	\$180.00
		TXN00042355		ISLA BONITA- CO F161090	\$128.46
		TXN00042414		ARBOR DAY FNDTN -TREELINE APP	\$75.00
BEAVER BARK & ROCK		912646	263737	ROCK/GRAVEL	\$45.55
BENTON PUD		12/18 39091002	263877	CRIME VICTIMS COMP BCDC-NOV 18	\$16.74
		2232	263740	WA CERT FLAGGER CARDS	\$442.68
		2267	263877	SAFETY TRAINING C13-028	\$2,875.00
	P058658	2270		PRE-NOTIFICATION SERVICES FOR	\$1,368.82
BOYD'S TREE SERVICE LLC	P058846	6701	263881	TREE PRUNING AND VEGETATION MG	\$7,312.42
CITY OF RICHLAND		09/18-28	263746	#28 LANDFILL FEES	\$784.29
				#28 LANDFILL FEES	\$123.51
		09/2018-1901		#1901 DROP BOX DISP/HAULING	\$879.83
		10/18-28		#28 LANDFILL FEES	\$1,608.97
				#28 LANDFILL FEES	\$141.76
		10/2018-1901		#1901 DROP BOX DISP/HAULING	\$1,010.39
		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$2,795.55
				CITY UTILITY BILLS/NOV 18	\$233.09
		11/2018-1901	263890	#1901 DROP BOX DISP/HAULING	\$671.76
FASTENAL COMPANY		WARIC79492	263911	SAFETY GLASSES-MCBEE	\$46.36
		WARIC79992		DRIVER KIT	\$162.89
		WARIC80103		HEAD LAMP-MCBEE	\$74.01
TRAFFIC MANAGEMENT INC		748	263689	EW180059 TRAFF FLAGGING 10/23	\$651.00
US BANK		TXN03200726300029	263825	SHEAVE ASSY W/HOOK	\$1,088.95
		TXN12100576520372		COFFEE POTS	\$198.26
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$172.59
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$304.85
WESCO DISTRIBUTION INC	S018121	10107666	263540	FREIGHT	\$43.20
	S018121			BUCKET, OVERSIZED AERIAL #HL52	\$245.50



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POWER OPERATIONS TOTAL ****					\$24,279.77
Division:	504	SYSTEMS DIVISION			
ANIXTER INC	S018099	4046129-00	263418	SURGE ARRESTER, POLYMER HOUSED	\$2,391.37
BANK OF AMERICA		TXN00042088	263843	WSU CONF MGMT-RELAY SCH X2	\$1,400.00
		TXN00042182		ALEXANDER PUB-MPP TECH TRNG	\$330.88
		TXN00042302		AMZN MktP-PHONE HOLDRS	\$50.69
		TXN00042365		AMZN-EYEWASH SOLUTION	\$37.96
		TXN00042367		HARBOR FRT-MOVNG BLNKTS F16105	\$20.80
		TXN00042403		ULINE-MTR RDR SEALS	\$142.75
		TXN00042443		AMZN MktP-MTR RDR JACKET	\$50.66
		TXN00042459		WM SUPERCENTER-PHONE ACCESRS	\$81.29
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$1,486.79
GRAINGER	S018140	9015666093	263518	FAN FORCED HEAT ITEM #32FL34	\$518.07
	S018140	9015750913		ENCLOSURE INNER PANEL ITEM #2W	\$476.38
OXARC INC	P058677	60286297	263938	RENTAL MULTIPLE GAS CYLINDERS	\$64.40
UTILITIES UNDERGROUND LOCATION CENTER		8110221	263701	LOCATE SERVICE - NOV 2018	\$232.20
UTILIWORKS CONSULTING LLC	P056517	5413	263972	SMART GRID PROJECT PHASE 2,	\$2,000.00
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$297.66
SYSTEMS DIVISION TOTAL ****					\$9,581.90
Division:	505	ENERGY POLICY MGMT			
A ONE REFRIGERATION & HEATING INC		S-29276	263406	1003 WARREN-REBATE-HP	\$1,000.00
AMERICOOOL HEATING AND A/C LLC	P059650	1236-4452	263415	WEATHERWISE LOAN: WILLIAMS, 16	\$4,126.80
APOLLO SHEET METAL INC		18090464	263839	411 ASH-REBATE-HP	\$1,000.00
BANK OF AMERICA		TXN00042029	263843	BENTON COUNTY AUDITOR - RECORD	\$101.48
		TXN00042297		BENTON COUNTY AUDITOR - RECORD	\$1,319.18
BOND, RICK		00690360	263879	SOLAR-18 ANNUAL ICR PMT ADJAMT	\$485.06
CITY OF RICHLAND		1221000	263891	167 MESA DR-REBATE-HP	\$1,000.00
		291890		1614 MCPHERSON-REBATE-HP	\$100.00
		704200		257 SAINT ST-REBATE-INS/HP	\$2,099.20
		802920		170 RIVERWOOD-REBATEINS/WND/HP	\$1,000.00
		852330		1045 SIRRON-REBATE-HP	\$1,000.00
COLUMBIA BASIN RACQUET CLUB		ES11540FY20190013	263467	1776 TERMINAL-REBATE-COMM LIGH	\$3,380.00
		ES11540FY20190014		1776 TERMINAL-REBATE-COMM LIGH	\$2,360.40
DAYCO HEATING & AIR	P059753	73856	263482	WEATHERWISE LOAN: VAUGHN, 167	\$9,586.00
	P059772	73875		WEATHERWISE LOAN: CARTER, 1045	\$15,080.00
ENERGY INCENTIVES INC	P058717	COROCT2018	263906	RESIDENTIAL ENERGY EFFICIENCY	\$1,820.00
FINANCIAL CONSULTING SOLUTION GROUP	P058839	2824-21811104	263913	COSA & RATE DESIGN SUPPORT PER	\$4,370.00
JACOBS & RHODES INC		39773	263547	907 DOWNING-REBATE HP	\$1,000.00
		39808	263925	330 SIERRA-REBATE-HP	\$1,000.00
	P059819	39881		WEATHERWISE LOAN: HOWARD, 170	\$15,833.88



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PERFECTION GLASS		999.370738	263941	2014 ORCHARD WY-REBATE-WINDOWS	\$120.60
		9993667346		365 QUAILWOOD-REBATE-WINDOWS	\$117.60
		9993667794	263619	236 HILLVIEW-REBATE WINDOWS	\$627.00
		9993669727	263941	68 PARK-REBATE-WINDOWS	\$745.86
	P059077	9993670594		WEATHERWISE LOAN: WALLET, 1110	\$3,545.78
		9993671156		109 PEACHTREE-REBATE-WINDOWS	\$225.00
ROBERTS CONSTRUCTION INC		4506	263950	322 ABERT-REBATE-WINDOWS	\$592.50
SMITH INSULATION INC		14337-COIR	263957	125 PINIONWOOD-REBATE-INSULAT	\$1,653.75
WASHINGTON SQUARE APTS LTD PT		ES11540FY20190015	263827	2433 GWW-REBATE	\$2,380.00
ENERGY POLICY MGMT TOTAL ****					\$77,670.09
Division:	506	TECHNICAL SERVICES			
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$1,196.79
FASTENAL COMPANY		WARIC79406	263911	DRILL BIT	\$30.91
GTP INVESTMENTS LLC	P058743	405660237	263527	BADGER MTN LEASE FOR CITYY CEL	\$44.52
	P058743	405660238		BADGER MTN LEASE FOR CITYY CEL	\$625.00
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$286.13
TECHNICAL SERVICES TOTAL ****					\$2,183.35
ELECTRIC UTILITY FUND Total ***					\$561,635.02
FUND	402	WATER UTILITY FUND			
Division:	000				
ALMOND ASPHALT LLC		1801880	263836	REFUND HYDRANT METER #346	\$750.00
CENTRAL WASHINGTON ASPHALT INC		1800300	263887	REFUND HYDRANT METER #320	\$750.00
CORE & MAIN LP	S018119	J783003	263897	FREIGHT	\$70.59
	S018119			METER BOX COVER, CONCRETE 65S	\$93.40
	S018119			METER BOX TOP SECTION, 12" 37	\$149.48
	S018119			ADJUST TAX	(\$0.01)
DDB, LLC.		1800460	263902	REFUND HYDRANT METER #362	\$750.00
				MONTHLY RENTAL	(\$30.00)
GOODMAN & MEHLENBACHER		1801418	263916	MONTHLY RENTAL	(\$30.00)
				REFUND HYDRANT METER #304	\$750.00
		1801585		MONTHLY RENTAL	(\$30.00)
				WATER USAGE	(\$337.25)
				REFUND HYDRANT METER #373	\$750.00
GRANITE CONSTRUCTION		1802233	263917	MONTHLY RENTAL	(\$30.00)
				REFUND HYDRANT METER #358	\$750.00
				WATER USAGE	(\$11.40)
ROTSCHY INC	P059441	C182-18/PMT 3	263951	ADJUST FOR TAX	(\$1,637.21)
SHARPE & PRESZLER CONSTRUCTION		1801559	263954	REFUND HYDRANT METER #322	\$750.00
				MONTHLY RENTAL	(\$30.00)



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN SPECIALTY CONTRACTOR		1801601	263982	REFUND HYDRANT METER #374	\$750.00
				MONTHLY RENTAL	(\$30.00)
				WATER USAGE	(\$0.95)
UNASSIGNED TOTAL ****					\$4,146.65
Division:	410	WATER CAPITAL PROJECTS			
ROTSCHY INC	P059441	C182-18/PMT 3	263951	WTP FILTER #6 EMERGENCY REPAIR	\$35,560.22
WATER CAPITAL PROJECTS TOTAL ****					\$35,560.22
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S018148	11/18-934962000	263734	LINEN CHARGE FOR NOVEMBER	\$43.44
BANK OF AMERICA		TXN00042108	263843	WATER-WASTEWATER - Purchase	\$100.00
		TXN00042266		MIRABEAU PARK HOTEL - Purchase	\$359.13
		TXN00042466		WATER-WASTEWATER - Purchase	\$100.00
BENTON RURAL ELECTRIC ASSOCIATION		11/18-385100	263878	KENNEDY BOOSTER STATION	\$2,177.38
CASCADE NATURAL GAS CORP		11/18-28638100009	263452	NAT GAS 110 SAINT 10/18-11/15	\$14.11
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$38,199.16
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-601197	263471	RECYCLE	\$94.43
		3627-601765		2300 LUMN TL FX	\$595.63
EGGERS, VON		112618	263758	REIMB WATERWRKS RENEW	\$42.00
ENERGY NORTHWEST		ENV03674	263759	WATER SAMPLES	\$49.00
FASTENAL COMPANY		WARIC80046	263760	NUTS/SCREWS	\$6.66
GTP INVESTMENTS LLC	P058743	405660237	263527	BADGER MTN LEASE FOR CITYY CEL	\$37.39
	P058743	405660238		BADGER MTN LEASE FOR CITYY CEL	\$525.00
KAMAN INDUSTRIAL TECHNOLOGIES		E585651	263552	BALL BEARINGS	\$185.99
OXARC INC		60286294	263788	CYLINDER RENTAL NOVEMBER	\$74.83
RICHLAND ACE HARDWARE		65142/1	263633	COLD WELD FILLER	\$8.68
		65201/1	263946	HAND TROWEL PET FOOD SCOOP	\$10.62
SCHINDLER ELEVATOR CORPORATION		8104930872	263651	DECEMBER CHAIR LIFT INSPECTION	\$96.93
STEP SAVER INC	P059823	T491181	263672	STOP OFF/RE-DIRECT FEE	\$50.00
	P059823			PTO &/OR DELIVERY	\$245.10
	P059823			FREIGHT/SHIPPING CHARGE	\$740.63
	P059823			BULK, SODIUM CHLORIDE (NACL),	\$1,121.60
STONEWAY ELECTRIC SUPPLY		S1025970772.001	263676	EL PHOTO CONTROL	\$88.09
TACOMA SCREW PRODUCTS INC		22228518	263682	CAP SCREWS/HEX FULL NUTS	\$48.37
US BANK		TXN12018027949152	263825	SEAL KIT, BEARINGS FOR FLYGT P	\$1,675.00
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$57.53
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$190.40
WATER OPERATIONS TOTAL ****					\$46,937.10
Division:	413	WATER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P059857	386725	263732	CONCRETE 506 BLUE ST, INV #386	\$260.64
	P059857			SHORT LOAD CHARGE 506 BLUE ST,	\$135.75



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC	P059857	386725	263732	ENVIRONMENTAL SURCHARGE 506 BL	\$6.52
	P059857	389634		5/8" TOP COURSE, INV #389634	\$164.01
	P059857	391680		5/8" TOP COURSE, INV #391680	\$164.21
AT&T WIRELESS		11/18 28724328888	263841	287243288881 10/27/18-11/26/18	\$59.51
BANK OF AMERICA		TXN00042018	263843	PIPEMANPRO - Purchase	\$119.66
		TXN00042098		BRICK HOUSE PIZZA - Purchase	\$136.51
		TXN00042192		BRICK HOUSE PIZZA - Credit	(\$136.51)
		TXN00042206		USA BLUE BOOK - Purchase	\$126.75
		TXN00042207		STAPLES - Purchase	\$61.54
		TXN00042218		STAPLES - Purchase	\$92.48
		TXN00042253		OFFICE DEPOT #1078 - Purchase	\$69.39
		TXN00042441		OFFICE DEPOT #1078 - Credit	(\$11.66)
CENTRAL HOSE & FITTINGS INC		C021994	263453	HOSE/ASSY	\$6.45
		C021994-01		HOSE ASSY/HOSE	\$10.84
		C022024		HOSSE ASSY/HOSE	\$54.69
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$64.69
				CITY UTILITY BILLS/NOV 18	\$4.34
				CITY UTILITY BILLS/NOV 18	\$185.45
				CITY UTILITY BILLS/NOV 18	\$840.99
				CITY UTILITY BILLS/NOV 18	\$1,382.44
				CITY UTILITY BILLS/NOV 18	\$660.00
				CITY UTILITY BILLS/NOV 18	\$3,307.95
				CITY UTILITY BILLS/NOV 18	\$237.44
		18-455 CRATER	263747	18-455 BKFLW ASSBLY CERT	\$542.13
		3627-600837	263471	TIMBER FOR EXHAUST FAN	\$37.96
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		WARIC80069	263760	SOCKET CAP SCREWS	\$3.80
FASTENAL COMPANY		6751459	263500	COUPLERS	\$49.35
FERGUSON ENTERPRISES INC		6755079	263912	TEE/COUPLERS/NIPPLES	\$145.18
		00672	263919	EXTENSION FOR M&H 929 FH	\$573.57
HD FOWLER COMPANY INC		15015531	263766	FCA THROUGH BOLTS	\$70.50
	P059864	2734787	263924	HMA 1/2", INV 2734787 11/27/1	\$29.87
	P059864			HMA 1/2", INV #2734787 11/27/	\$29.87
	P059864			HMA 1/2", INV #2734787 11/27/	\$29.87
	P059864			TAX ADJUSTMENT	(\$0.01)
INLAND ASPHALT CO	P059864			HMA 1/2", INV #2734787 11/27/	\$233.54
		276312012018	263555	ANSWERING SRVC CHARGES DEC	\$54.90
KELLEY'S TELE-COMMUNICATIONS INC		S1106247.001	263600	RETROFIT 3/4" M35 RECORDALL ME	\$2,537.07
NATIONAL METER & AUTOMATION	S018088			SHIPPING	\$22.55
	S018088				
NORCO INC		24994451	263606	CARBON DIOXIDE W/SYPHON TUBE	\$59.20
		25003056		CARBON DIOXIDE W/SYPHON TUBE	(\$59.20)
RICHLAND ACE HARDWARE		216664-2	263633	HEX NIPPLE	\$2.70



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		216672-2	263633	FILTER FURN GLS	\$22.50
		65249/1	263946	PVC PIPE	\$5.94
UTILITIES UNDERGROUND LOCATION CENTER		8110221	263701	LOCATE SERVICE - NOV 2018	\$38.70
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$57.53
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$422.03
WATER MAINTENANCE TOTAL ****					\$12,913.63
WATER UTILITY FUND Total ***					\$99,557.60
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
ROTSCHY INC		261-17/PMT 11	263951	RETAINAGE	(\$22,546.39)
UNASSIGNED TOTAL ****					(\$22,546.39)
Division:	420	SEWER ADMINISTRATION			
BANK OF AMERICA		TXN00042046	263843	AMAZON,TRENDNET GIGABIT ULTRA	\$156.98
		TXN00042288		AMAZON,TRENDNET POE	\$410.49
CERIUM NETWORKS INC	P059390	I072741	263456	FREIGHT	\$114.59
	P059390			WIRELESS AP UNITS FOR WWTP,	\$30,862.17
GRAY & OSBORNE INC	P058441	17069.00-10	263522	CO #1 - 2018 BUDGET TO FULFILL	\$2,090.08
WA STATE DEPT OF NATURAL RESOURCES		0100129992/2019	263975	WW OUTFALL EASEMT C5100080823	\$1,510.00
SEWER ADMINISTRATION TOTAL ****					\$35,144.31
Division:	421	SEWER CAPITAL PROJECTS			
GRAY & OSBORNE INC	P057512	17006.00-21	263522	WWTF INFLUENT UPGRADES - DESIG	\$9,778.70
	P057512	17006.01-14		AMD #1 CONSTRUCTION MANAGEMENT	\$10,275.95
H & N ELECTRIC	P059709	42580	263530	EATON VARIABLE DRIVE, 480V 100	\$10,043.55
	P059709			BUSSMAN 600V 400A FUSE BLOCK,	\$1,202.75
	P059709			EATON KEYPAD KIT, PART	\$148.50
ROTSCHY INC		261-17/PMT 11	263951	WWTF INFLUENT PUMP STATION	\$489,707.65
TACOMA SCREW PRODUCTS INC		22228629	263682	SHOP SUPPLY	\$79.43
WHITNEY EQUIPMENT COMPANY INC	P059663	87139	263717	AIR RUSH FREIGHT	\$2,191.69
	P059663			MIXER FOR WWTF AERATION BASIN	\$53,954.65
SEWER CAPITAL PROJECTS TOTAL ****					\$577,382.87
Division:	422	SEWER OPERATIONS			
ALS ENVIRONMENTAL	P059741	51-448936-0	263413	WWTP 11-6-18 LOCAL LIMITS SAMP	\$260.00
	P059741			WASTEWATER - BOD (5 DAY) EPA 4	\$96.00
	P059741			WASTEWATER - VOC'S	\$640.00
	P059741			WASTEWATER - TSS EPA 160.2	\$36.00
	P059741			WASTEWATER - AMMONIA-N EPA	\$50.00
	P059741			WASTEWATER - 1631E TOTAL MERCU	\$120.00
ARAMARK UNIFORM SERVICES INC	S018148	11/18-934962000	263734	LINEN CHARGE FOR NOVEMBER	\$87.58
BANK OF AMERICA		TXN00042026	263843	XPRSSMED - BIO INDICATOR - LAB	\$162.61



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042056	263843	FSHR - PIPET 25ML WEIGH DISH -	\$130.93
		TXN00042058		HMDPO - PLASTIC DRAIN PAN WTR	\$16.65
		TXN00042069		FSHRSCI - MD WGH BOAT - LAB	\$19.15
		TXN00042072		STPLES - CLRX WIPES CPY PAPER	\$86.15
		TXN00042101		HMDPO - WATER HEATER - WWTP	\$1,154.42
		TXN00042125		HACH - SNSR CAP ASSY DO PROBE	\$1,158.89
		TXN00042148		FSHRSCI - THRMTR AUTOCLAVE - L	\$108.84
		TXN00042149		FSHRSCI - DTRGT BFFR NEUTACID	\$547.13
		TXN00042168		STAPLES - 8X4 DRYERASE, PURELL	\$458.93
		TXN00042184		AMZN - AGOZ PHONE CASE (RL)	\$11.82
		TXN00042212		ONLINELBLS - WEATHRPROOF LABEL	\$59.62
		TXN00042215		HMDPO - HTRS FOR CHLR MCC (2)	\$151.97
		TXN00042264		LABGENOME - TSS FLTRS (WRNG)-L	(\$185.96)
		TXN00042280		GLOBALIND - VINYL CHART TAPE B	\$16.13
		TXN00042301		WOODSEND - SOLVITA CMPOST KIT	\$211.34
		TXN00042309		AMZN - TAPE ROLL MGNTC DRYERAS	\$59.73
		TXN00042389		LABGENOME - PREWGH TSS FLTRS-L	\$329.48
		TXN00042390		EXPRESSMED - BIO INDCTR WRNG	(\$162.61)
		TXN00042421		STAPLES - CLIPBRDS COPY PPR	\$50.14
		TXN00042435		EXPRESSMED - BIO INDCTR - LAB	\$152.61
		TXN00042463		STAPLES - CLIPBOARDS (3 PK)	\$7.65
BENTON FRANKLIN HEALTH DISTRICT		10141	263432	TKN/NITRATE/ITE PHOSPHATE	\$511.00
BLUEROOM		2851567	263438	POL SERVICE-COMPOST-OCT 2018	\$82.00
CENTRAL HOSE & FITTINGS INC		C022133	263453	HOSES/NOZZLES	\$333.93
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$20,789.13
		11/2018-38	263890	#38 GRIT DISP/HAULING	\$845.72
COLEMAN OIL COMPANY		0488246-IN	263466	WWTF HT BACKUP DIESEL DYED	\$5,431.44
		0488945-IN	263893	WWTF HT BACKUP DIESEL DYED	\$4,572.70
GRAINGER	S018140	9011196855	263518	SUMP PUMP, ITEM #3BB77	\$647.26
	S018140	9017320152		VISUAL ALARM ITEM #9AJN7	\$14.16
GTP INVESTMENTS LLC	P058743	405660237	263527	BADGER MTN LEASE FOR CITYY CEL	\$37.39
	P058743	405660238		BADGER MTN LEASE FOR CITYY CEL	\$525.00
MOON SECURITY SERVICES INC		953204	263593	WWTP-BASIC MONITORING	\$54.87
PARADISE BOTTLED WATER CO		10/18 WWTP	263613	BOTTLED WATER-OCTOBER	\$95.82
RICHLAND ACE HARDWARE		64841/1	263633	TOILET SEAT	\$61.05
		65001/1		WKLIGHT HALOGEN/INSUL PIPE	\$52.50
RICHLAND NAPA		423824	263636	PREM AW 46 HYD FL BELT	\$54.20
SHI INTERNATIONAL CORP	P059821	B09224961	263955	ADOBE ACROBAT PRO 2017 LICENSE	\$341.32
SPRAGUE PEST SOLUTIONS		3653656	263668	WWTF COMM SVC 3 OF 3 OCT 18	\$190.05
		3653729		OCT MONTHLY SERVICE-WW	\$132.49
STEP SAVER INC	P059823	T491181	263672	STOP OFF/RE-DIRECT FEE	\$50.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STEP SAVER INC	P059823	T491181	263672	PTO &/OR DELIVERY	\$245.09
	P059823			BULK, SODIUM CHLORIDE (NACL),	\$589.54
	P059823			FREIGHT/SHIPPING CHARGE	\$740.62
STONEWAY ELECTRIC SUPPLY		S102594751.001	263676	CMPNTS RPR OUTL SO WL SLDS	\$62.36
TACOMA SCREW PRODUCTS INC		22228423	263682	CABINET FOR DGSTR EBA	\$103.17
		22228424		25' SUBZ TAP/BANDSAW BLADE	\$49.11
		59025584		DIAMOND XL NITRILE GLOVES	\$114.75
THERMAL SUPPLY INC		6697118	263687	HVAC PARTS	\$86.11
UNITED PARCEL SERVICE	S018147	000986641498	263698	WEIGHT CORRECTION FOR COLLECT	\$1.13
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$194.08
WA STATE DEPARTMENT OF ECOLOGY		2019/6841	263707	EVERHAM WW OP CERT 2019 RENEWL	\$30.00
		2019/7677		HIGGINS WW OP CERT 2019 RENEWL	\$30.00
		2019/8810		RICHARDSON WW OP CERT 19 RNWL	\$30.00
XEROX CORPORATION		095056078	263729	MX4-749822 BASE/PRINTS-OCT	\$250.57
SEWER OPERATIONS TOTAL ****					\$43,183.76
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		11/18 28724328888	263841	287243288881 10/27/18-11/26/18	\$44.18
BANK OF AMERICA		TXN00042025	263843	AMZN - IPHN 7 BLT HLSTRS (CC M	\$65.13
		TXN00042039		AMZN - IPHN 7 CAR MNTS (CC, MC	\$171.57
		TXN00042111		AMZN - IPHONE 7 BELT HOLSTER (	\$21.71
		TXN00042186		AMZN - RETURN PH HOLSTER (PL)	(\$21.71)
CASCADE NATURAL GAS CORP		11/18-51317347154	263452	NAT GAS 1943 CPTRL 10/17-11/14	\$18.91
FIELD INSTRUMENTS & CONTROLS INC	P059792	169127	263501	PR ELECTRONICS I.S. BARRIER/	\$297.56
	P059792			FREIGHT	\$14.73
KELLEY'S TELE-COMMUNICATIONS INC		276312012018	263555	ANSWERING SRVC CHARGES DEC	\$54.90
MOON SECURITY SERVICES INC		953204	263593	WWTP-BASIC MONITORING	\$54.87
RICHLAND NAPA		422907	263636	FLR DRY HYDRIC LINE BRK	\$39.14
		423172		USB OUTLET VEH 3291	\$15.08
		424134		PREM AW 46 HYD FL	\$54.20
		424135		PREM AW 46 HYD FL	\$54.20
TACOMA SCREW PRODUCTS INC		22227571	263682	RAGS BIT PRTS CLNR WW SHOP	\$186.17
		22227681		CHUCK HMMR DRILL KIT WW SHOP	\$324.71
		22227682		ANCHORS DIAMD GLVS WW SHOP	\$29.71
		22228424		25' SUBZ TAP/BANDSAW BLADE	\$21.75
		22228921		EXT CORD SLDS TRUCK BLK HTR	\$37.96
UTILITIES UNDERGROUND LOCATION CENTER		8110221	263701	LOCATE SERVICE - NOV 2018	\$38.70
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$57.53
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$243.40
WHITNEY EQUIPMENT COMPANY INC		87046	263717	LS PUMP LIFTING HANDLES	\$913.25
	P059831	87092		DUPORTAIL SEWER LIFT STATION P	\$13,822.72
SEWER MAINTENANCE TOTAL ****					\$16,560.37



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASTEWATER UTILITY FUND Total ***					\$649,724.92
FUND 404	SOLID WASTE UTILITY FUND				
Division:	000				
CARPENTER DRILLING LLC		C334-18/PMT 1F	263886	RETAINAGE	(\$2,598.00)
WASTEWORX REFUND		13015WW	263933	OVERPMT ON ACCT 13015	\$322.76
UNASSIGNED TOTAL ****					(\$2,275.24)
Division:	430	CAPITAL PROJECTS			
O2COMPOST	P059337	2018-FINAL	263607	AERATED STATIC PILE COMPOST PI	\$3,950.32
PARAMETRIX INC	P059350	06119	263614	DISPOSAL CAPACITY IMPROVEMENTS	\$15,212.49
CAPITAL PROJECTS TOTAL ****					\$19,162.81
Division:	431	SOLID WASTE ADMINISTRATION			
CARPENTER DRILLING LLC		C334-18/PMT 1F	263886	LANDFILL MONITORING WELL-PMT1F	\$28,214.28
PARAMETRIX INC	P058444	06117	263614	CO #1 - 2018 BUDGET TO FULFILL	\$1,649.81
SOLID WASTE ADMINISTRATION TOTAL ****					\$29,864.09
Division:	432	SOLID WASTE COLLECTION			
BANK OF AMERICA		TXN00042020	263843	IMI INFORMACONF FEES -Waste Ex	\$975.00
		TXN00042140		GRIGGS ACE RICHLAND -headlight	\$77.93
		TXN00042290		ON SCENE MED-DOT/CDL PHYS-STEAM	\$110.00
		TXN00042304		ON SCENE MED-VACCINE-TORIE	\$85.00
				ON SCENE MED-DOT/CDL PHYS-NOLT	\$110.00
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$194.07
CLAYTON WARD COMPANY		253314	263463	DROP BOX RECYCLING-NOV 2018	\$10,449.47
		253315		PAPER RECYCLING- NOVEMBER 2018	\$307.34
		8831802		CURBSIDE RECYCLING - NOV 18	\$22,433.49
GTP INVESTMENTS LLC	P058743	405660237	263527	BADGER MTN LEASE FOR CITY CEL	\$22.26
	P058743	405660238		BADGER MTN LEASE FOR CITY CEL	\$312.50
SPRAGUE PEST SOLUTIONS		3679910	263668	NOV MONTHLY SVCS-SW	\$61.90
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$187.04
SOLID WASTE COLLECTION TOTAL ****					\$35,326.00
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S018148	11/18-934962000	263734	LINEN CHARGE FOR NOVEMBER	\$131.28
BANK OF AMERICA		TXN00042020	263843	IMI INFORMACONF FEES -Waste Ex	\$975.00
		TXN00042181		OFFICE DEPOT #2766 - note pads	\$85.41
		TXN00042304		ON SCENE-DOT/CDL PHYS-FREEMAN	\$110.00
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$1,631.56
FRONTIER	S018142	11/18 2061882614	263505	TELEPHONE CHARGE 11/19/18-12/1	\$127.74
JOHNSON, CARRIE		113018	263772	REIMB 11/18 MILEAGE	\$7.63
MOON SECURITY SERVICES INC		955025	263593	BASIC FIRE MONITORING	\$33.00
PARADISE BOTTLED WATER CO		11/18-LANDFILL	263940	BOTTLED WATER-NOVEMBER	\$79.81



City Of Richland

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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARAMETRIX INC	P059068	06118	263614	2018 LANDFILL MONITORING,SAMPL	\$4,090.84
RICHLAND ACE HARDWARE		65371/1	263946	PVC CEMENT/CLAMP/ELBOW/TEE	\$62.59
		65374/1		CLAMP/ELBOW/MENDER HOSE	\$29.69
SPRAGUE PEST SOLUTIONS		3679899	263668	SW DISPOSAL PEST TRAPS	\$99.91
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$81.53
WA STATE RECYCLING ASSOCIATION		2704	263708	2018 MEMBERSHIP DUES	\$275.00
WESTERN STATES EQUIPMENT COMPANY	P059609	IN000828045	263714	2 MONTH RENTAL OF R7857	\$4,935.87
	P059609	IN000830331		2 MONTH RENTAL OF R7857	\$1,645.29
SOLID WASTE DISPOSAL TOTAL ****					\$14,402.15
SOLID WASTE UTILITY FUND Total ***					\$96,479.81
FUND 405	STORMWATER UTILITY FUND				
Division:	441	STORMWATER			
BEAVER BARK & ROCK		911435	263424	CONCRETE	\$119.44
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$311.38
INLAND ASPHALT CO		2709714	263924	COLD MIX	\$109.90
RICHLAND ACE HARDWARE		64892/1	263633	CONCRETE MIX	\$34.26
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$38.68
STORMWATER TOTAL ****					\$613.66
STORMWATER UTILITY FUND Total ***					\$613.66
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
BANK OF AMERICA		TXN00042051	263843	TACOMA TRAUMA - CONF REG (JH)	\$165.00
		TXN00042053		ANTHONY'S - SHARED VALUES	\$500.00
		TXN00042067		TACOMA TRAUMA - CONF REG (AS)	\$165.00
		TXN00042135		NORTHERN TOOL - SHELVING (X4)	\$952.19
		TXN00042152		PK SAFETY - CO2 DETECTORS (5)	\$690.00
		TXN00042175		HOTEL INTERURBAN - SDW TRVL (T	\$152.22
		TXN00042193		HOTEL INTERURBAN - SDW TRVL (S	\$134.97
		TXN00042265		AMAZON - WALL CLOCK MEDIC	\$19.67
		TXN00042410		TRAVEL LEADERS - BOOKING FEE	\$35.00
		TXN00042425		DELTA AIR - LANDON (MSP)	\$303.60
BOUND TREE MEDICAL LLC		53029124	263880	SODIUM BICARBONATE	\$166.34
		82985014		SALINE	\$469.84
		82987585		SALINE MINI BAGS	\$10.39
		82992778		SALINE MINI BAGS	\$99.80
		83014330		SALINE	\$10.36
		83029125		MIDAZOLAM	\$103.53
		83035196		KETAMINE	\$495.96



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC		83036571	263880	LORAZEPAM	\$211.98
CARDINAL HEALTH 411 INC		211645-0 CM	263885	CREDIT MEMO MMCAP SHAREBACK	(\$172.59)
		3712843		DEXTROSE/ETOMIDATE	\$103.96
		3746037		ATROPINE/NALOXONE	\$376.67
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$649.68
FINANCIAL CONSULTING SOLUTION GROUP	P059341	2844-21810006	263913	AMBULANCE COST OF SERVICE AND	\$9,820.00
	P059341	2844-21811069		AMBULANCE COST OF SERVICE AND	\$1,585.00
MEDLINE INDUSTRIES INC.		1859622868	263582	MEGA MOVER	\$199.67
		1859702253		MEGA MOVER	\$199.67
		1860420316		SALINE/COLD PACKS	\$455.11
		1860579143		IV SET/SALINE/SANITIZER	\$1,342.23
		1862325301	263932	CATHETER/IV SET/LIFEPAK PAPER	\$972.00
		1862422525	263582	O2 MASK ADULT LG/O2 MASK MED	\$1,354.90
		1862431987	263932	O2 MASKS ADULT LG/MD	\$1,354.90
		1862795998	263582	BP CUFF	\$8.93
		1862994912	263932	LARNG BLADE/GLASSES	\$172.31
		1863059430	263582	SALINE	\$282.64
		1863096935	263932	SUSCTION CANISTER	\$29.01
		1863159303	263582	SALINE/EXTRICATION COLLAR	\$667.92
		1863392728		LIFEPAK PAPER	\$189.09
		1863496242		GLOVES/EXTRICATION COLLAR	\$1,411.27
		1863507364	263932	TRACHEAL TUBE	\$26.32
		1863660418		TRACHEAL TUBE	\$28.44
		1863660419		SUCTION CANISTER	\$56.63
		1863660423		MEGA MOVER/IV CATHETER	\$1,502.84
		1863742816	263582	TRACHEAL TUBE/BP CUFF	\$118.89
OXARC INC		30504509	263938	MEDICAL OXYGEN	\$49.88
		30509819		MEDICAL OXYGEN	\$18.82
		30516184		MEDICAL OXYGEN	\$34.35
		30524293		MEDICAL OXYGEN	\$34.35
PEMBERTON, DAVID		111418	263792	REIMB CBC CLOTHING	\$201.56
STERICYCLE INC		3004476449	263961	BIO WASTE DISPOSAL FEE	\$47.03
SYSTEMS DESIGN WEST, LLC	P059339	RL0718	263962	PROVIDE THIRD-PARTY AMBULANCE	\$10,900.50
	P059339	RL0818		PROVIDE THIRD-PARTY AMBULANCE	\$11,700.00
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$35.10
	P059849			WIRELESS CHARGES NOV 2018 PRIM	\$351.91

AMBULANCE TOTAL ****

\$50,794.84

MEDICAL SERVICES FUND Total ***

\$50,794.84

FUND 408

BROADBAND FUND

Division:

460

BROADBAND ADMINISTRATION



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$273.61
HANFORD AREA ECONOMIC INVESTMENT FUND		58-01-01/PYMT 9	263535	C120-13 FIBER LOAN 58-01-01	\$14,434.08
				C120-13 FIBER LOAN 58-01-01	\$1,510.58
BROADBAND ADMINISTRATION TOTAL ****					\$16,218.27
BROADBAND FUND Total ***					\$16,218.27
FUND 501	CENTRAL STORES FUND				
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P059762	3627-601290	263896	LAMP, FLR, 32W, 48" BIPIN T8	\$171.86
	P059762			LAMP, FLR, 54W, T5	\$167.68
	P059762			LAMP, FLR 86W, 96" DC T8	\$410.51
	P059762			LAMP, FLR, 26W, 7" 4PIN PLUGIN	\$172.02
	P059762			LAMP, FLR 42W, 6" 4PIN PLUGIN	\$17.10
NORCO INC	P059676	25208111	263606	GLOVES, COWHIDE, LARGE,	\$1,157.24
	P059676	252203018		GLOVES, COWHIDE, MEDIUM,	\$385.75
	P059676			FREIGHT	\$39.31
	P059676			ADJUST FOR TAX	\$0.01
	P059676			GLOVES, HYLITE, 4" SAFETY CUFF	\$794.95
	P059676			GLOVES, COWHIDE, X-LARGE,	\$771.49
UNASSIGNED TOTAL ****					\$4,087.92
CENTRAL STORES FUND Total ***					\$4,087.92
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214 EQUIPMENT MAINTENANCE				
ABADAN INC		AR44804	263833	COPIES AND BINDING	\$41.70
ALTEC INDUSTRIES INC		11073371	263414	SYN ROPE VEH 3313 WO 52514	\$3,445.01
AUTOZONE		3733396039	263421	SHOP SUPPLIES	\$130.21
		3733397325		BRAKES VEH 3339 WO 52585	\$32.45
		3733398955		BRK PADS VEH 2387 WO 52621	\$53.83
		3733401122	263842	SHOP TOOLS	\$162.87
		3733404375		BRAKES VEH 3341 WO 52399	\$51.87
		3733404804		BRAKES VEH 3279 WO 52713	\$51.87
BANK OF AMERICA		TXN00042007	263843	STAPLES - RUBBERBANDS, STAPLE R	\$61.09
		TXN00042049		STAPLES - 3-DRAWER FILING	\$174.85
		TXN00042050		AMAZON - VEH3269 CARBON MONOXI	\$19.85
		TXN00042065		HOME DEPOT - VEH3269 WALLMOUNT	\$215.03
		TXN00042066		BAYCOM - VEH2444 PRINTER HEADR	\$566.00
		TXN00042081		AMAZON - FLASHLT BUTTON END	\$91.02
		TXN00042086		AMAZON - SHOP TOOLS	\$81.44
		TXN00042091		AMAZON - VEH5044 FLASHLIGHTS	\$487.62



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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042124	263843	BULLETPROOF DIESEL - VEH#3304	\$986.75
		TXN00042164		STAPLES - OFFICE SUPPLIES	\$112.38
		TXN00042180		AMAZON - STREAMLIGHT LENS	\$36.20
		TXN00042254		HARBORFREIGHT - VEH3302 TUBING	\$182.45
		TXN00042312		AMAZON - VEH#6408 IR SWITCH	\$131.48
		TXN00042339		HOMEDEPOT - SHOP TOOLS	\$54.23
		TXN00042380		HOMEDEPOT - MILWAUKEE BATTERIE	\$374.67
		TXN00042392		PAYPAL RIDE NOW TC - VEH#6583	\$239.73
		TXN00042402		STAPLES - SHOP SUPPLY	\$53.33
		TXN00042416		STAPLES - CONFERENCE TABLE	\$408.98
		TXN00042436		WA DOL - REPLACE LIC PLATE	\$2.00
		TXN00042438		HELM-FORD DIAG SOFTWARE - FORD	\$849.00
		TXN00042452		WA DOL - REPLACE LIC PLATE	\$14.75
BRUTZMAN'S INC		0000804618	263443	SHOP SUPPLIES	\$39.07
BUSH CAR WASH		5982	263446	VEHICLE WASHES-NOVEMBER	\$28.01
CENTRAL HOSE & FITTINGS INC		C022648	263453	90 DEG EL VEH 3279 WO 52713	\$25.51
		C022652		O RING SHOP SUPPLIES	\$31.60
		C022652-01		SHOP	\$0.98
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$3,011.09
COAST CRANE COMPANY		900607	263464	ANNUAL INSP VEH 3302 WO 52635	\$789.97
		900622		ANNUAL INSP VEH 3243 WO 52628	\$1,157.72
		900624		ANNUAL INSP VEH 3275 WO 52624	\$420.29
		900625		ANNUAL INSP VEH 2460 WO 52626	\$382.17
		900626		ANNUAL INSP VEH 3288 WO 52627	\$246.30
		900628		ANNUAL INSP VEH 3328 WO 52625	\$164.20
		903159		ANNUAL INSP VEH 3334 WO 52630	\$504.89
		903160		ANNUAL INSP VEH 3253 WO 52633	\$422.78
		903161		ANNUAL INSP VEH 3252 WO 52632	\$422.78
		903162		ANNUAL INSP VEH 3325 WO 52631	\$422.78
		903163		ANNUAL INSP VEH 6593 WO 52636	\$445.59
		903164		ANNUAL INSP VEH 3313 WO 52637	\$422.78
		903165		ANNUAL INSP VEH 3329 WO 52639	\$422.78
		903166		ANNUAL INSP VEH 3294 WO 52629	\$422.78
		903167		ANNUAL INSP VEH 3265 WO 52634	\$366.42
		903170		ANNUAL INSP VEH 3219 WO 52638	\$421.34
		903787		EL REPAIR VEH 7200 WO 52597	\$2,439.59
COLEMAN OIL COMPANY		0489931-IN	263466	LANDFILL DIESEL DYED	\$3,701.43
		CL40273		CARD LOCK FUEL 11/26-11/30/18	\$15,175.81
		CL43876		CARD LOCK FUEL 12/1-12/2/18	\$805.02
		CL44599	263893	CARD LOCK FUEL 12/3-12/9/18	\$15,777.22
COLUMBIA GRAIN & FEED INC		163098	263468	SWITCH VEH 3278 WO 52536	\$69.49



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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		29723	263469	TIRES VEH 5046 WO 52599	\$1,517.45
CONNELL OIL INC		0240400-IN	263895	SHOP OIL	\$973.07
CORWIN OF PASCO LLC		428961	263475	ELEMENT VEH 5043 WO 52646	\$146.78
		429185	263753	SOR KIT VEH 3346 WO 52705	\$111.18
CUMMINS, INC		09-2063	263900	INJECTOR VEH 3335 CORE CREDIT	(\$339.38)
		09-2287		POS SENSOR VEH 3222 WO 52723	\$37.47
		18-6577		INSITE LITE REGISTRATION	\$570.16
FAST SIGNS		139-58489	263910	VEH NUMBERS VEH 3346 WO 52705	\$27.15
GLOBAL EQUIPMENT COMPANY		113363371	263915	SHOP SUPPLY	\$221.42
		113373975		SHOP SUPPLY	\$94.83
HUGHES FIRE EQUIPMENT, INC.		532342	263921	LIGHT VEH 5047 WO 52518	\$267.43
		532536		GASKET VEH 5039 WO 52623	\$59.85
		C09529		TRANSDUCTOR VEH 5047 CREDIT	(\$321.72)
JIM'S PACIFIC GARAGES INC		R100017738:01	263926	REPAIR VEH 4118 WO 52316	\$899.70
		X100151494:01	263548	PANEL VEH 3252 WO 52342	\$255.73
		X100151631:01		AIR SPRING VEH 3320 WO CREDIT	(\$63.89)
		X100151633:01		BRACKET VEH 3278 WO 52408	\$248.89
		X100152174:01		KNOB KIT VEH 3252 WO 52342	\$24.91
		x100152235:01		KNOB KIT VEH 3252 WO CREDIT	(\$9.97)
		X100153333:01	263926	AIR DRYER VEH 5039 WO 52738	\$306.30
KENWORTH SALES COMPANY		PASIN3123978	263557	DRUM BREAK VEH 3212 WO 52594	\$655.26
LIBERTY LAWN & SAW SHOP		4269	263931	CARBURETOR VEH 4000 WO 52268	\$359.58
MCCURLEY CHEVROLET		484412	263580	DETAIL VEH 3304 WO 52395	\$325.75
		484938		REPAIR VEH 3187 WO 52701	\$325.75
		955812		CAP VEH 2440 WO 52590	\$33.37
		955959		HOSE VEH 2349 WO 52595	\$220.74
		955980		CAP VEH 3304 WO 52685	\$54.39
		956306	263782	FRT GUARD VEH 3304 WO 52721	\$104.51
		956381		SHOP OIL	\$203.30
MOBILE FLEET SERVICE INC		01P102074	263591	TOWING HOOK VEH 3351 WO 52457	\$306.20
		01P102075		TOWING HOOK VEH 3342 WO 52702	\$306.20
		01P102079		UNIT VEH 3212 WO 52594	\$5,876.35
		01P102159	263784	PUMP VEH 3213 WO 52603	\$177.91
		01P102234		FILTERS VEH 3342 WO 52663	\$249.91
MONARCH MACHINE & TOOL CO INC		F199495	263935	SWEEPER PAN VEH 7152 WO 52620	\$988.65
OXARC INC		60286296	263610	SHOP SUPPLY	\$153.72
PAPE' MATERIAL HANDLING		11227935	263612	FILTERS VEH 7108 WO 51441	\$321.21
		11227944		FILTERS VEH 7112 WO 51442	\$238.60
		11263484		DURA MAX VEH 7142 WO 52718	\$1,764.92
		11263498	263939	WASHER VEH 7142 WO 52766	\$49.70
		11263513	263612	FILTER VEH 7157 WO 52719	\$213.63



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RDO EQUIPMENT CO RICHLAND NAPA		P88965	263794	PLUG VEH 3292 WO 52606	\$59.66
		424183	263636	FILTERS VEH 7109 WO 52521	\$114.13
		424186		FILTERS VEH 3348 WO 52530	\$61.66
		424191		FILTERS VEH 3247 WO 52526	\$101.48
		424410		FILTERS VEH 6583 WO 52548	\$20.11
		424421		GASKET VEH - WO CREDIT	(\$3.89)
		424433		LAMP VEH 5045 WO 52533	\$12.04
		424461		BATTERY VEH 3328 WO 52554	\$156.53
		424518		BATTERY/FLTR VEH 3271 WO 525	\$512.52
		424534		WHITE PAINT VEH 3335 WO 523	\$13.79
		424538		WIPER BLADES VEH 3280 WO 52	\$14.10
		424554		WIPER BLADES VEH 3341 WO 52	\$17.35
		424568		WIPER BLADES VEH 3339 WO 52	\$61.45
		424571		ALARM/LAMP VEH 3286 WO 5239	\$35.72
		424573		FILTERS VEH 2349 WO 52587	\$15.25
		424582		LAMP VEH 3293 WO 52545	\$12.97
		424594		LAMP VEH 5046 WO 52591	\$12.04
		424596		GASKETS VEH 3311 WO 52283	\$85.31
		424612		RETURNED WIPER VEH - WO CRE	(\$45.57)
		424633		WHEEL CAP VEH 3279 WO 52408	\$35.16
		424634		LAMP VEH 3283 WO 52593	\$9.44
		424644		BRAKE PEDAL VEH 3302 WO 523	\$9.76
		424660		BEAM BLADES VEH 3212 WO 525	\$25.87
		424718		WIPER BLADES VEH 2414 WO 52	\$67.51
		424727		WIPER BLADES VEH 3213 WO 52	\$25.87
		424728		WHEEL NUT VEH 3304 WO 52305	\$43.61
		424739		LAMP VEH 3296 WO 52409	\$9.44
		424750		HOSE VEH 3213 WO 52603	\$19.88
		424757		AIR CHUCK VEH 9000 WO 52616	\$52.68
		424758		WRENCH VEH - WO SHOP TOOLS	\$19.70
		424776		BELT VEH 9000 WO 52622	\$42.94
		424848	263800	FILTERS VEH 3292 WO 52606	\$81.00
		424849		BRAKE CLNR VEH 3292 WO 5260	\$173.98
		424850		VLV CVR GSKT VEH 2349 WO 52	\$17.58
		424868		BELT VEH 4005 WO 52618	\$17.58
		424869		LAMP VEH 2407 WO 52426	\$4.68
		424894		QK CONNECT KIT VEH SHOP WO	\$114.02
		424920		FILTERS VEH 2473 WO 52669	\$27.48
		424922		LAMP VEH 5039 WO 52623	\$12.97
		424926		FILTERS VEH 1203 WO 52670	\$16.69
		424928		FILTERS VEH 1212 WO 52678	\$18.39



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		424930	263800	FILTERS VEH 1213 WO 52676	\$18.39
		424931		FILTERS VEH 1383 WO 52677	\$18.39
		424933		FILTERS VEH 2406 WO 52696	\$18.39
		424934		FILTERS VEH 2412 WO 52691	\$18.39
		424935		FILTERS VEH 2431 WO 52695	\$18.39
		424936		FILTERS VEH 2432 WO 52694	\$18.39
		424937		FILTERS VEH 2441 WO 52692	\$18.39
		424938		FILTERS VEH 2444 WO 52683	\$18.39
		424939		FILTERS VEH 2443 WO 52687	\$18.39
		424940		FILTERS VEH 2445 WO 52684	\$18.39
		424941		FILTERS VEH 2446 WO 52671	\$18.39
		424942		FILTERS VEH 2447 WO 52688	\$18.39
		424943		FILTERS VEH 2448 WO 52681	\$18.39
		424944		FILTERS VEH 2466 WO 52682	\$18.39
		424945		FILTERS VEH 2449 WO 52674	\$18.39
		424946		FILTERS VEH 2467 WO 52693	\$18.39
		424947		FILTERS VEH 2469 WO 52680	\$18.39
		424948		FILTERS VEH 2470 WO 52675	\$18.39
		424949		FILTERS VEH 2476 WO 52686	\$18.39
		424950		RIGHT STUFF VEH 3212 WO 525	\$38.97
		424951		FILTERS VEH 2479 WO 52690	\$18.39
		424952		FILTERS VEH 2433 WO 52679	\$13.25
		424953		FILTERS VEH 2434 WO 52672	\$14.31
		424954		FILTERS VEH 2440 WO 52673	\$17.23
		424958		PAD/ROTORS VEH 2478 WO 5266	\$486.01
		424987		FILTERS VEH 2438 WO 52699	\$14.80
		424991		BATTERY VEH 1383 WO 52700	\$122.13
		425007		FILTERS VEH 3296 WO 52654	\$118.33
		425008		FILTERS VEH 3333 WO 52658	\$128.73
		425009		FILTERS VEH 3285 WO 52653	\$116.42
		425010		FILTERS VEH 3280 WO 52652	\$123.27
		425015		BUSHING VEH 3187 WO 52735	\$15.62
		425021		FILTERS VEH 3311 WO 52655	\$108.26
		425023		FILTERS VEH 3315 WO 52656	\$110.17
		425025		FILTERS VEH 3320 WO 52657	\$132.69
		425026		FILTERS VEH 3330 WO 52658	\$85.94
		425027		FILTERS VEH 3336 WO 52660	\$128.73
		425028		FILTERS VEH 3337 WO 52661	\$128.73
		425029		FILTERS VEH 3340 WO 52662	\$128.73
		425030		FILTERS VEH 2377 WO 52715	\$14.98
		425031		FILTERS VEH 2457 WO 52689	\$14.31



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		425032	263800	FILTERS VEH 2423 WO 52716	\$25.25
		425033		WW BLADES VEH 3280 WO 52698	\$14.10
		425040		WW BLADES VEH 3321 WO 52529	\$16.27
		425041		WW BLADES VEH 3292 WO 52606	\$14.10
		425042		BEARING CONE VEH 3212 WO 52	\$66.60
		425043		BEARING VEH 3212 WO 52594	\$11.22
		425046		BUSINGS,FITTING VEH SHOP WO	\$167.31
		425055		FILTERS VEH 2363 WO 52641	\$16.49
		425056		FILTERS VEH 3256 WO 52642	\$14.65
		425057		FILTERS VEH 3293 WO 52643	\$14.98
		425058		FILTERS VEH 3323 WO 52644	\$14.28
		425059		FILTERS VEH 3402 WO 52645	\$14.98
		425065		FILTERS VEH 7109 WO 52521	\$60.89
		425066		CURCUIT,RLY VEH 3302 WO 523	\$48.92
		425119		HEATER HOSE VEH 3306 WO 524	\$12.27
		425123		HOSE CLAMP VEH 3306 WO 5243	\$12.86
		425127		HARDWARE VEH 3284 WO 52535	\$101.99
		425129		HARDWARE VEH 3283 WO 52596	\$116.10
		425133		GASKETS VEH 3296 WO 52720	\$40.99
		425159		FILTERS VEH 5036 WO 52649	\$72.18
		425160		FILTERS VEH 3298 WO 52523	\$10.85
		425161		FILTERS VEH 5047 WO 52650	\$48.02
		425179		SWITCH VEH 2385 WO 52489	\$28.93
		425180		TOOL VEH SHOP WO SUPPLIES	\$3.93
		425183		PAINT VEH 3283 WO 52596	\$27.58
		425206		TOOL VEH SHOP WO SUPPLIES	\$64.40
RMT EQUIPMENT	P02176		263806	SPACER VEH 7145 WO 52726	\$468.72
	P02203		263949	AIR CLEANER VEH 7145 WO 52726	\$411.83
SETCOM CORPORATION	36269		263953	HEADSET VEH 3223 WO 52767	\$2,148.60
SOLID WASTE SYSTEMS INC	0109916-IN		263664	BEARING VEH 3336 WO 52176	\$549.19
	0110038-IN		263815	FRAME/SCREEN VEH 7146 WO 52710	\$1,509.31
	0110048-IN		263664	BEARING VEH 3336 WO 52604	\$3,959.72
	0110142-IN		263958	HEAD VEH 7152 WO 52620	\$10,433.59
	899993		263671	CHIP KEYS VEH 3319 WO 52592	\$162.90
TACOMA SCREW PRODUCTS INC	22229873		263820	PUSHIN VEH 3339 WO 52711	\$35.15
	22230031			TAPER VEH 3342 WO 52702	\$144.63
	22230032			TAPER VEH 3351 WO 52457	\$58.89
	22230033			SWIVEL VEH 3279 WO 52713	\$82.54
	22230124		263963	SHOP SUPPLIES	\$572.52
	22230367			VEH 3351 WO 52457	\$58.89
	2464508		263822	TOOTH GRIDER VEH 6570 WO 52600	\$1,492.70



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRUCKPRO HOLDING CORPORATION		05 265608	263966	HEX VEH 3212 WO 52594	\$14.81
		06 016624		KC SLMLT KIT VEH 3301 WO 52402	(\$288.57)
		06 265241		LAMP VEH 3301 WO 52402	\$150.43
		06 265579		DEXTER VEH 4139 WO 52714	\$35.96
		06 265580		GOVERNOR VEH 3292 WO 52606	\$38.81
		06 265698		CABLE VEH 7141 WO 52744	\$330.91
US BANK		TXN05207980000107	263825	TOOL CABINET	\$3,095.00
US LINEN & UNIFORM		2257084-00	263700	UNIFORM SERVICES	\$80.82
		2260894-00		UNIFORM SERVICES	\$80.82
		2264601-00		UNIFORM SERVICES	\$80.82
		2268365-00		UNIFORM SERVICES	\$80.82
US LINEN & UNIFORM DBA		174475	263971	HOODED JACKETS	\$848.97
		174477		KNIT CAPS	\$92.90
VERIZON WIRELESS	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$38.68
	P059849			WIRELESS CHARGES NOV 2018 PRIM	\$245.31
WESTERN PETERBILT INC		028P282031	263713	FREIGHT VEH 3340 WO 51579	\$23.89
		028P283672		SWITCH VEH 3335 WO 52704	\$58.61
		028P283926		BLADE-WIPER VEH 3333 WO 52476	\$17.14
		028P285383		HTR BLOCK VEH 3333 WO 52476	\$56.09
		028P286041		HTR BLOCK VEH 3339 WO 52585	\$56.09
		028P286068		FILTER VEH 3333 WO 52476	\$284.23
		028P286119		MIRROR VEH 3296 WO 52640	\$24.85
		028P286120		FILTER VEH 3337 WO 52598	\$46.23
		028P286163		MIRROR VEH 3296 WO 52640	\$36.69
		028P286166		BRACKET VEH 3296 WO 52640	\$115.40
		028P286215	263830	WITCH VEH 3240 WO 52697	\$30.53
		028P286428	263981	ULTRA ROD VEH 3285 WO	\$177.73
		028P286448		HORN PLATE VEH 3333 WO 52476	\$10.76
	WESTERN STATES EQUIPMENT COMPANY		IN000829713	263714	TANK VEH 7123 WO 51512
		IN000836788	COUPLING VEH 3337 WO 52598		\$27.22
WESTERN SYSTEMS & FABRICATION INC		25102	263715	AIR ACTUATOR VEH 3285 WO 52484	\$202.54
		25125		28 YD CYL VEH 3296 WO 52409	\$5,490.27
		25149	263831	ELEMENT VEH 3296 WO 52720	\$99.33
		25151		ELEMENT VEH 3296 WO 52720	\$99.33
		25155	263983	VEH 7146 WO 52729	\$1,522.03
		25156		VEH 7152 WO 52728	\$1,522.03
EQUIPMENT MAINTENANCE TOTAL****					\$121,964.97
EQUIPMENT MAINTENANCE FUND Total ***					\$121,964.97

FUND 503 EQUIPMENT REPLACEMENT FUND

Division: 215 EQUIPMENT REPLACEMENT



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CORWIN OF PASCO LLC	P058886	315034	263898	ONE (1) NEW 2018 FORD F-550	\$88,582.00
	P058886			SALES TAX AT 8.6%	\$7,618.05
	P058868	315037		ONE (1) NEW 2018 FORD F-350 1-	\$43,265.00
	P058868			SALES TAX @8.6%	\$3,720.79
	P058890	315038		SALES TAX @ 8.6%	\$5,277.73
	P058890			ONE (1) NEW 2018 FORD F-350 1-	\$61,369.00
	P058867	316406		ONE (1) NEW 2018 FORD F-350	\$62,354.00
	P058867			SALES TAX AT 8.6%	\$5,362.44
GRANDE TRUCK CENTER	P058866	129951	263520	ONE (1) NEW 2018 VOLVO VHD64B3	\$195,894.65
	P058866			ADJUST FOR TAX	(\$0.01)
EQUIPMENT REPLACEMENT TOTAL ****					\$473,443.65
EQUIPMENT REPLACEMENT FUND Total ***					\$473,443.65

FUND 505 PUBLIC WORKS ADMIN & ENGINEER**Division:** 450 PW ADMIN & ENGINEERING

AT&T WIRELESS		11/18 28724328888	263841	287243288881 10/27/18-11/26/18	\$94.97
				287243288881 10/27/18-11/26/18	\$64.57
BANK OF AMERICA		TXN00042047	263843	EB INNOVATIONS AMP PA -Innov &	\$150.00
				AASHTO PUBS-Geomtrc Design Hw	\$776.00
				AMERICAN PUBLIC WORKS -D.Giles	\$145.00
				AMERICAN PUBLIC WORKS - D.Thom	\$145.00
				STAPLES -calc, post-its,highli	\$246.09
				STAPLES -highlighters	\$20.69
				FRED-MEYER #0286 -Labor mtg -	\$8.98
				BENTON COUNTY AUDITOR - PW rec	\$2,454.22
				AASHTO PUBS - Roadwy Lighting	\$61.00
				STAPLES -manila folders,mouse,	\$113.91
BENTON COUNTY AUDITOR		0249201	263429	BENTON COUNTY AUDITOR -PW reco	\$187.58
				SPUDNUT SHOP - WA/OR GIS users	\$29.00
				BC IMAGES	\$29.00
CITY OF RICHLAND		11/2018	263889	CITY UTILITY BILLS/NOV 18	\$758.04
IMT INC	P059100	10278	263767	MATERIALS TESTING-PRIVATE	\$588.00
ROGALSKY, PETER		18-480 ROGALSKY	263808	18-480 INNOV & PARTNER TRAN	\$311.44
VERIZON WIRELESS	P059861	9818692929	263973	NOV NASPO CELLULAR CHARGES	\$172.59
	P059849	9819282638	263706	WIRELESS CHARGES NOV 2018 PRIM	\$565.92
XEROX CORPORATION		095162005	263729	LX5-692207 BASE/PRINTS-OCT	\$82.89
PW ADMIN & ENGINEERING TOTAL ****					\$7,004.89
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$7,004.89

FUND 506 WORKERS COMPENSATION FUND



City Of Richland

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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 221	WORKERS COMP INSURANCE RESERVE				
CONOVER INSURANCE INC		1324242	263750	POLICY EWC008827 10/17-18AUDIT	\$3,715.00
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$3,715.00
WORKERS COMPENSATION FUND Total ***					\$3,715.00
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division: 222	EMPLOYEE BENEFIT PROGRAM				
US BANK		TXN23091007503771	263825	WELLNESS COOKING SESSIONS GIFT	\$1,250.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$1,250.00
HEALTH CARE/BENEFITS PLAN Total ***					\$1,250.00
FUND 611	FIREMAN'S PENSION				
Division: 216	FIRE PENSION				
CARRICK, HENRY		100518MC	263986	NON COVERED MEMORY CARE DEP	\$2,000.00
		1130-123118MC		NON COVERED MEMORY CARE	\$5,683.33
		1201-120618AL		NON COVERED ASSISTED LIVING	\$2,500.00
COLUMBIA RIVER EYE CENTER		062718DB	263989	NON COVERED VISION	\$45.00
FAMILY FIRST DENTAL		1025-102618NJ	263990	NON COVERED DENTAL	\$684.00
HEASTON & THOMPSON VISION CLINIC		071918RL	263991	NON COVERED VISION	\$700.00
		102918RL		NON COVERED VISION	\$75.00
LAGERGREN, KENNETH E DDS		111318GR	263993	NON COVERED DENTAL	\$139.00
LAHTI, ROGER P		1006-120618RL	263994	NON COVERED MEDICAL	\$520.00
MULROY, JAMES P		NOVEMBER 2018	263997	MEDICARE PREMIUM/MULROY	\$134.00
NEPHROLOGY ASSOCIATES OF YAKIMA		073018DS	263998	NON COVERED MEDICAL	\$21.93
RODGERS, GARY H		DECEMBER 2018	264001	MEDICARE PREMIUM/RODGERS	\$134.00
SNYDER, RONALD K DDS		0906091118CE	264003	NON COVERED DENTAL	\$50.00
THRALL, TERRY		1113112818	264004	NON COVERED MEDICAL	\$50.00
VISION SOURCE		102518HJ	264005	NON COVERED VISION	\$638.00
FIRE PENSION TOTAL ****					\$13,374.26
FIREMAN'S PENSION Total ***					\$13,374.26
FUND 612	POLICEMEN'S PENSION				
Division: 217	POLICE PENSION				
BUSH, LEE		111518LB	263985	NON COVERED ASSISTED LIVING	\$7,019.00
CASE, MIKE		1113118	263987	NON COVERED RX	\$160.00
		111318		NON COVERED RX	\$28.99
		111418		NON COVERED DENTAL	\$452.30
		1201-022819		MEDICARE PREMIUM/CASE	\$405.00
		120418		NON COVERED RX	\$43.32



City Of Richland

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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASE, MIKE		120618	263987	NON COVERED RX	\$33.69
		121118		NON COVERED DENTAL	\$506.70
CLEMENTS, JOHN M		081318	263988	NON COVERED MEDICAL	\$228.59
		CD11237162		NON COVERED MEDICAL	\$13.76
COLUMBIA RIVER EYE CENTER		0815182EM	263989	NON COVERED VISION	\$45.00
LABBERTON, W.K. DDS		111218GZ	263992	NON COVERED DENTAL	\$15.80
		112618GZ		NON COVERED DENTAL	\$55.20
MIDTOWN DENTAL CLINIC PS INC		102618JC	263995	NON COVERED DENTAL	\$67.20
MOORE, ROBERT		082218	263996	NON COVERED MEDICAL	\$50.00
PRECISION EYE DOCTORS		1217-062018RT	263999	NON COVERED VISION	\$152.72
QUEST DIAGNOSTICS INC		081018RT	264000	NON COVERED MEDICAL	\$36.00
RX PHARMACY		0818-102218RT	264002	NON COVERED RX	\$231.06
		101018WC		NON COVERED RX	\$230.38
SNYDER, RONALD K DDS		110518JD	264003	NON COVERED DENTAL	\$38.20
POLICE PENSION TOTAL ****					\$9,812.91
POLICEMEN'S PENSION Total ***					\$9,812.91
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	601	E911 OPERATIONS			
CORPORATE TRANSLATION SERVICES INC		136204	263752	E911 TRANSLATION-NOVEMBER	\$418.89
ENTERPRISE RENT A CAR		19497684	263907	18-451 LETTRICK	\$128.13
LANGUAGE LINE SERVICES LLC		4459087	263930	E911 TRANSLATION-NOVEMBER	\$27.65
E911 OPERATIONS TOTAL ****					\$574.67
SOUTHEAST COMMUNICATIONS CTR Total ***					\$574.67
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
BANK OF AMERICA		TXN00042458	263843	MONTEROSSOS ITALIAN R/GIFT CAR	\$11.00
BENTON PUD		11/18-14900001	263433	UTILITY SRVCS 10/26-11/26/2018	\$601.23
GENCORE CANDEO LTD	P059820	5793	263509	2018 GENESIS RENEWAL	\$7,606.34
KLICKITAT COUNTY PUD		11/18 69552623	263929	GOLGATHA UTILITIES 10/25-11/30	\$292.91
800 MHZ TOTAL ****					\$8,511.48
800 MHZ PROJECT Total ***					\$8,511.48
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
AT&T LONG DISTANCE		11/18 03030107210	263420	FAX LINES 10/22-11/21/18	\$8.41
CHARTER COMMUNICATIONS		0706114112018	263458	CABLE SERVICE 11/30-12/29/18	\$29.73
DESERTGREEN LAWN & TREE CARE LLC		198139	263483	WEED CONTROL BCES	\$47.52
		198140		PRUNING TREES AND SHRUBS BCES	\$298.65



City Of Richland

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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DESERTGREEN LAWN & TREE CARE LLC		198356	263483	WEED CONTROL BCES	\$47.52
POCKETINET COMMUNICATIONS INC		275672	263622	WIRELESS TRNSPRT/INTERNET-JAN	\$57.75
SPRAGUE PEST SOLUTIONS		3667261	263668	NOV 18 MONTHLY SERVICE-BCES	\$11.05
XEROX CORPORATION		095355994	263984	MX4-322159 BASE/PRINTS-DEC	\$43.55
STATE / LOCAL ASSISTANCE TOTAL ****					\$544.18
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
AT&T LONG DISTANCE		11/18 03030107210	263420	FAX LINES 10/22-11/21/18	\$8.41
CHARTER COMMUNICATIONS		0706114112018	263458	CABLE SERVICE 11/30-12/29/18	\$29.73
DESERTGREEN LAWN & TREE CARE LLC		198139	263483	WEED CONTROL BCES	\$47.51
		198140		PRUNING TREES AND SHRUBS BCES	\$298.65
		198356		WEED CONTROL BCES	\$47.51
POCKETINET COMMUNICATIONS INC		275672	263622	WIRELESS TRNSPRT/INTERNET-JAN	\$57.75
SPRAGUE PEST SOLUTIONS		3667261	263668	NOV 18 MONTHLY SERVICE-BCES	\$11.05
WATER SOLUTIONS INC		20133	263829	WATER FILTRATION 12/7-1/6/19	\$11.22
XEROX CORPORATION		095355994	263984	MX4-322159 BASE/PRINTS-DEC	\$43.55
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$555.38
Division:	622	DOE EMERGENCY PREPAREDNESS			
AT&T LONG DISTANCE		11/18 03030107210	263420	FAX LINES 10/22-11/21/18	\$8.40
CHARTER COMMUNICATIONS		0706114112018	263458	CABLE SERVICE 11/30-12/29/18	\$29.73
DESERTGREEN LAWN & TREE CARE LLC		198139	263483	WEED CONTROL BCES	\$47.51
		198140		PRUNING TREES AND SHRUBS BCES	\$298.65
		198356		WEED CONTROL BCES	\$47.51
POCKETINET COMMUNICATIONS INC		275672	263622	WIRELESS TRNSPRT/INTERNET-JAN	\$57.75
SPRAGUE PEST SOLUTIONS		3667261	263668	NOV 18 MONTHLY SERVICE-BCES	\$11.05
WATER SOLUTIONS INC		20133	263829	WATER FILTRATION 12/7-1/6/19	\$11.22
XEROX CORPORATION		095355994	263984	MX4-322159 BASE/PRINTS-DEC	\$43.55
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$555.37
Division:	623	JURISIDITION			
APOLLO SHEET METAL INC	P059846	940018557	263733	BLOWER MOTOR REPAIR	\$746.71
AT&T LONG DISTANCE		11/18 03030107210	263420	FAX LINES 10/22-11/21/18	\$8.40
BANK OF AMERICA		TXN00042404	263843	WWW.NEWEGG.COM/CABLES	\$38.24
		TXN00042411		LOWES #02344/TOOLS AND PARTS	\$18.91
		TXN00042453		WWW.NEWEGG.COM/CABLES	\$27.18
		TXN00042458		MONTEROSSOS ITALIAN R/GIFT CAR	\$93.00
		TXN00042471		LOWES #00907/TOOLS	\$22.87
CHARTER COMMUNICATIONS		0706114112018	263458	CABLE SERVICE 11/30-12/29/18	\$29.72
DESERTGREEN LAWN & TREE CARE LLC		198139	263483	WEED CONTROL BCES	\$47.51
		198140		PRUNING TREES AND SHRUBS BCES	\$298.65
		198356		WEED CONTROL BCES	\$47.51



City Of Richland

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From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DEVRIES BUSINESS SERVICES		0105367	263484	SHREDDING SERVICES	\$4.41
POCKETINET COMMUNICATIONS INC		275672	263622	WIRELESS TRNSPRT/INTERNET-JAN	\$57.75
RIGGLE PLUMBING INC	P059827	10834	263639	INSTALLATION OF TOILET SUPPORT	\$1,712.68
SPRAGUE PEST SOLUTIONS		3667261	263668	NOV 18 MONTHLY SERVICE-BCES	\$11.05
WATER SOLUTIONS INC		20133	263829	WATER FILTRATION 12/7-1/6/19	\$11.22
XEROX CORPORATION		095355994	263984	MX4-322159 BASE/PRINTS-DEC	\$43.54
JURISIDCTION TOTAL ****					\$3,219.35
EMERGENCY MANAGEMENT Total ***					\$4,874.28
FUND 645	SECOMM CONSOLIDATED				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		11/18 03030107210	263420	FAX LINES 10/22-11/21/18	\$33.62
BANK OF AMERICA		TXN00042127	263843	APCO INTL/2019 MEMBERSHIPS (6	\$414.00
		TXN00042342		Amazon.com M045K3471/TREADMILL	\$94.45
		TXN00042404		WWW.NEWEGG.COM/CABLES	\$152.95
		TXN00042409		WWW.NEWEGG.COM/MICE	\$208.30
		TXN00042411		LOWES #02344/TOOLS AND PARTS	\$75.63
		TXN00042453		WWW.NEWEGG.COM/CABLES	\$108.72
		TXN00042458		MONTEROSSOS ITALIAN R/GIFT CAR	\$196.00
		TXN00042471		LOWES #00907/TOOLS	\$91.46
CHARTER COMMUNICATIONS		0706114112018	263458	CABLE SERVICE 11/30-12/29/18	\$29.73
CORPORATE TRANSLATION SERVICES INC		136660	263474	TRANSLATION SRVCS-NOV 2018	\$164.59
DEVRIES BUSINESS SERVICES		0105367	263484	SHREDDING SERVICES	\$8.82
FRONTIER		12/18 2061881060	263505	GENERAL 11/19-12/18/18	\$208.95
POCKETINET COMMUNICATIONS INC		275672	263622	WIRELESS TRNSPRT/INTERNET-JAN	\$269.50
SPRAGUE PEST SOLUTIONS		3667261	263668	NOV 18 MONTHLY SERVICE-BCES	\$44.21
WATER SOLUTIONS INC		20133	263829	WATER FILTRATION 12/7-1/6/19	\$33.67
XEROX CORPORATION		095355994	263984	MX4-322159 BASE/PRINTS-DEC	\$74.65
SECOMM OPERATIONS GENERAL TOTAL ****					\$2,209.25
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00042077	263843	PCM TIGERDIRECT/DIGI BOX FOR E	\$699.72
POCKETINET COMMUNICATIONS INC		275672	263622	WIRELESS TRNSPRT/INTERNET-JAN	\$269.50
E911 OPERATIONS TOTAL ****					\$969.22
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC	P059846	940018557	263733	BLOWER MOTOR REPAIR	\$746.72
DESERTGREEN LAWN & TREE CARE LLC		198139	263483	WEED CONTROL BCES	\$190.05
		198140		PRUNING TREES AND SHRUBS BCES	\$1,194.60
		198356		WEED CONTROL BCES	\$190.05
RIGGLE PLUMBING INC	P059827	10834	263639	INSTALLATION OF TOILET SUPPORT	\$1,712.68
SECOMM AGENCY TOTAL ****					\$4,034.10



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SECOMM CONSOLIDATED Total ***					\$7,212.57
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16091	263773	Customer Refund	\$52.17
		CISPAY16092	263818	Customer Refund	\$158.27
		CISPAY16093	263790	Customer Refund	\$219.21
		CISPAY16094	263809	Customer Refund	\$240.00
		CISPAY16095	263763	Customer Refund	\$4.71
		CISPAY16096	263812	Customer Refund	\$50.00
		CISPAY16097	263770	Customer Refund	\$268.11
		CISPAY16098	263789	Customer Refund	\$30.00
		CISPAY16099	263824	Customer Refund	\$39.74
		CISPAY16100	263757	Customer Refund	\$200.00
		CISPAY16101	263736	Customer Refund	\$33.31
		CISPAY16102	263783	Customer Refund	\$47.59
		CISPAY16103	263768	Customer Refund	\$4.97
		CISPAY16104	263776	Customer Refund	\$50.91
		CISPAY16105	263769	Customer Refund	\$150.00
		CISPAY16106	263810	Customer Refund	\$261.68
		CISPAY16107	263821	Customer Refund	\$15.42
		CISPAY16108	263785	Customer Refund	\$121.95
		CISPAY16109	263764	Customer Refund	\$49.81
		CISPAY16110	263743	Customer Refund	\$114.87
		CISPAY16111	263742	Customer Refund	\$50.00
		CISPAY16112	263791	Customer Refund	\$46.47
		CISPAY16113	263777	Customer Refund	\$101.01
		CISPAY16114	263754	Customer Refund	\$155.10
		CISPAY16115	263738	Customer Refund	\$29.16
				Customer Refund	\$7.17
		CISPAY16116	263771	Customer Refund	\$54.58
		CISPAY16117	263779	Customer Refund	\$150.00
		CISPAY16118	263832	Customer Refund	\$0.53
		CISPAY16119	263774	Customer Refund	\$97.21
		CISPAY16120	263775	Customer Refund	\$360.43
		CISPAY16121	263816	Customer Refund	\$65.00
		CISPAY16122	263748	Customer Refund	\$125.87
		CISPAY16123	263811	Customer Refund	\$134.35
		CISPAY16124	263755	Customer Refund	\$206.40
		CISPAY16125	263780	Customer Refund	\$94.37



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16126	263807	Customer Refund	\$99.40
		CISPAY16127	263813	Customer Refund	\$88.02
		CISPAY16128	263819	Customer Refund	\$320.12
UNASSIGNED TOTAL ****					\$4,297.91
UTILITY BILL CLEARING FUND Total ***					\$4,297.91



City Of Richland

VL-1 Voucher Listing

From: 12/10/2018 To: 12/20/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$3,432,832.87

Number of Invoices

Amount

Vouchers In Richland	272	\$101,744.73
Vouchers In Tri Cities	148	\$928,449.62
Vouchers In WA	186	\$1,083,438.45
Vouchers Outside WA	1335	\$1,319,200.07
Vouchers Final Total.....	1941	\$3,432,832.87

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$786.43	0.02%
2	BENEFITS	\$31,111.94	0.91%
3	SUPPLIES	\$248,060.07	7.23%
4	OTHER SERVICES & CHARGES	\$1,019,230.41	29.69%
5	INTERGOVERNMENTAL SERVICES	\$93,820.03	2.73%
6	CAPITAL PROJECTS	\$1,061,176.47	30.91%
	MACHINERY & EQUIPMENT	\$485,264.75	14.14%
7	DEBT SERVICE PRINCIPAL	\$14,434.08	0.42%
8	INTEREST	\$1,510.58	0.04%
	REFUNDS	\$4,297.91	0.13%
9	INTERFUND SERVICES	\$1,213.78	0.04%
	INVENTORY PURCHASES	\$471,926.42	13.75%
	Total	\$3,432,832.87	