Agenda
City Council Regular Meeting
Tuesday, December 16, 2014
City Hall Council Chamber | 505 Swift Boulevard

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

1. Executive Session for the City Manager Performance Review per RCW 42.30.110(1) (g) (60 minutes)

Agenda Item:

2. Discuss Meeting Agenda Items (15 minutes)
   - City Council Members

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

3. CityView Video: 70th Anniversary Celebration of Kadlec Regional Medical Center; US Linen and Uniform; The Richland Players
   - Trish Herron, Communication and Marketing Manager

4. Tri-Cities Community Branding Presentation by Lori Mattson, Tri-Cities Regional Chamber of Commerce; Kris Watkins, Visit Tri-Cities; Carl Adrian, Tri-City Development Council (20 minutes)

5. Retirement Presentation to Fire Battalion Chief Ted Ricci for 35 Years of Service to the City of Richland (5 minutes)
   - David Rose, Mayor

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

6. Compensation Plan for Unaffiliated Employees - 2015 and Continuing: Resolution No. 200-14
   - Allison Jubb, Human Resources Director

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

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

Minutes:

7. Council Minutes of the Meeting Held December 2, 2014
   - Marcia Hopkins, City Clerk

Ordinances - First Reading:

8. Ordinance No. 01-15, Approving the 2018 Council Compensation Plan
   - Cathleen Koch, Administrative Services Director

9. Ordinance No. 02-15, Dedicating Various Rights-of-Way
   - Pete Rogalsky, Public Works Director

<u>Ordinances - Second Reading/Passage:</u>

10. Ordinance No. 31-14, Establishing the Final Assessment Roll for Delaware L.I.D. No. 195
    - Pete Rogalsky, Public Works Director

11. Ordinance No. 43-14, Amending RMC Title 18, Water Rates
    - Pete Rogalsky, Public Works Director

<u>Resolutions – Adoption:</u>

12. Resolution No. 193-14, approving a Purchase and Sale Agreement with Jairo Arauz for a One-Acre Parcel in the Horn Rapids Industrial Park
    - Bill King, Community and Development Services Director

13. Resolution No. 194-14, Approving Purchase and Sale Agreement with Greg Shaw for Stevens Drive South Right-of-Way Acquisition
    - Pete Rogalsky, Public Works Director

14. Resolution No. 195-14, Approving Purchase and Sale Agreement with The Richland Property LLC for Stevens Drive South Right-of-Way Acquisition
    - Pete Rogalsky, Public Works Director

15. Resolution No. 197-14, Reappointment to the Personnel Committee: Jeffrey Marzyck
    - Marcia Hopkins, City Clerk

16. Resolution No. 198-14, Approving Purchase and Sale Agreement with General Services Administration for Stevens Drive Extension Right-of-Way
    - Pete Rogalsky, Public Works Director

17. Resolution No. 199-14, approving a Purchase and Sale Agreement with Randall Stephens for a One-Acre Parcel at Horn Rapids Business Center
    - Bill King, Community and Development Services Director

18. Resolution No. 200-14, Approving the Compensation Plan for Unaffiliated Employees - 2015 and Continuing
    - Allison Jubb, Human Resources Director

<u>Items for Approval:</u>

19. Authorize Travel for Mayor Rose and Council Member Thompson
    - Jon Amundson, Assistant City Manager

<u>Expenditures - Approval:</u>

20. November 24, 2014 - December 5, 2014 for $13,682,640.90 including Check Nos. 218084-218509, Wire Nos. 5775-5794, Payroll Check Nos. 99664-99675, and Payroll Wire/ACH Nos. 8772-8791
    - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

Adjournment

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

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

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

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

Key Element:

Subject:
Executive Session for the City Manager Performance Review per RCW 42.30.110(1) (g) (60 minutes)

Department:	Ordinance/Resolution Number:	Document Type:
City Manager		Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: 70th Anniversary Celebration of Kadlec Regional Medical Center; US Linen and Uniform; The Richland Players

Department:	Ordinance/Resolution Number:	Document Type:
Assistant City Manager		Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Presentations

Key Element:

Subject:

Tri-Cities Community Branding Presentation by Lori Mattson, Tri-Cities Regional Chamber of Commerce; Kris Watkins, Visit Tri-Cities; Carl Adrian, Tri-City Development Council (20 minutes)

Department: City Manager	Ordinance/Resolution Number:	Document Type: Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Presentations

Key Element:

Subject:

Retirement Presentation to Fire Battalion Chief Ted Ricci for 35 Years of Service to the City of Richland (5 minutes)

Department:	Ordinance/Resolution Number:	Document Type:
City Manager		Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Public Hearing

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Compensation Plan for Unaffiliated Employees - 2015 and Continuing: Resolution No. 200-14

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services	200-14	Presentation

Recommended Motion:
None.

Summary:
This public hearing is held to allow public input on the 2015 and Continuing Compensation Plan for Unaffiliated Staff.

Fiscal Impact:
No

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Minutes

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Council Minutes of the Meeting Held December 2, 2014

Department: City Attorney	Ordinance/Resolution Number:	Document Type: Minutes

Recommended Motion:
Approve the minutes of the Council meeting(s) held on December 2, 2014

Summary:
None.

Fiscal Impact: None.

Attachments:
1. Draft December 2, 2014 Meeting Minutes

Draft

MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, December 2, 2014

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

Attendance:
Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Christensen, Jones, and Thompson were present.

Also present were Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Public Works Director Rogalsky, Redevelopment Project Supervisor Moore and City Clerk Hopkins.

1. Discuss Riverfront Development Opportunities (20 Minutes)
   - Bill King, Deputy City Manager

Mr. King and Mr. Moore gave a status update on development plans for the riverfront, Columbia Point and 650 George Washington Way properties.

2. Discuss Meeting Agenda Items

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

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

Welcome and Roll Call:
Mayor Rose welcomed those in the audience and expressed appreciation for their attendance.

Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Christensen, Jones, and Thompson were present.

Also present were Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Administrative Services Director Koch, Fire and Emergency Services Director Baynes, Police Services Director Skinner, Public Works Director Rogalsky, Energy Services Business Services Manager Edgemon, Parks and Public Facilities Director Schiessl, and City Clerk Hopkins.

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO EXCUSE COUNCIL MEMBER KENT. THE MOTION CARRIED 6-0.

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

Approval of Agenda:

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.

Presentations:

1. New Hire Introduction
   - Allison Jubb, Administrative Services Human Resources Director

Michelle Goenen joined the City November 19th as a Police Officer. Michelle is attending Columbia Basin College to obtain her criminal justice degree. Prior to coming to the City, Michelle worked for the Pasco Police Department since 2006 as a Police Officer and has also worked for Franklin County Corrections for three years as a Corrections Officer.

Brandon Koe joined the City November 19th as a Police Officer. Brandon has a Bachelor's Degree in Criminal Justice / Psychology from Washington State University. Prior to coming to the City, Brandon worked for Pasco Police Department since 2012 as a Police Officer and has also worked for the Pullman Police Department for four years as a Police Officer.

Justin Brown joined the City, November 10th as a Parks and Public Facilities Coordinator. Justin has a BA Degree in Recreation Management from Central Washington University. Prior to coming to the City, Justin worked for the City of Post Falls as a Recreation Coordinator for eight months and has also has worked for the City of Rathdrum for two years as a Recreation Supervisor.

Public Comments:
City Clerk Hopkins read the Public Comments Procedures.

Gary Ballew, said he was attending the meeting on behalf of the Wine Science Center Development Authority Board to answer any questions Council may have concerning the reappointments to the Board. Mr. Ballew gave a brief update on the Wine Center and said it is expected to open in March 2015. He said the Board should complete their work in February of 2015 and disband.

Consent Calendar:
City Clerk Hopkins read the Consent items.

Minutes - Approval:

1. Approve the Council Minutes of the Meeting Held November 18, 2014
   - Marcia Hopkins, City Clerk

Ordinances - First Reading:

2. Ordinance No. 31-14, Establishing the Final Assessment Roll for Delaware Local Improvement District No. 195
   - Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

3. Ordinance No. 41-14, Extending Cable Franchise Agreement with Charter
   - Heather Kintzley, City Attorney

4. Ordinance No. 42-14, Reducing the Size of the Planning Commission to Seven Members
   - Rick Simon, Development Services Manager

Resolutions - Adoption:

5. Resolution No. 145-14, Authorizing Contract No. 10-25 Modification No. 3 with Efficiency Solutions for 2015 Commercial Inspection Services
   - Bob Hammond, Energy Services Director

6. Resolution No. 146-14, Authorizing Contract No. 13-012 Modification No. 3 with Energy Incentives for 2015 Residential Energy Efficiency Inspections
   - Bob Hammond, Energy Services Director

7. Resolution No. 147-14, Authorizing Contract No. 54-12 Modification No. 4 with FCS Group
   - Bob Hammond, Energy Services Director

8. Resolution No. 171-14, Awarding Bid to Accelerated Construction and Excavation, LLC for the Water Treatment Plant Site Improvements
   - Pete Rogalsky, Public Works Director

9. Resolution No. 174-14, Appointments to the Americans with Disabilities Citizens Review Committee: David Carl and Michele Levenite
   - Marcia Hopkins, City Clerk

10. Resolution No. 180-14, Authorizing Grant Applications for Stormwater Retrofit Improvements
    - Pete Rogalsky, Public Works Director

11. Resolution No. 185-14, Expressing Appreciation to Cheryl Irwin for Service on the
    Americans with Disabilities Citizens Review Committee

- Marcia Hopkins, City Clerk

12. Resolution No. 186-14, Approving the Final Plat of the Heights at Meadow Springs, Phase
    - Rick Simon, Development Services Manager
13. Resolution No. 187-14, Approving Application for National Endowment for the Arts Grant
    - Bill King, Deputy City Manager
14. Resolution No. 188-14, Reappointment to the Library Board: Sriram Somasundaram
    - Marcia Hopkins, City Clerk
15. Resolution No. 189-14, Reappointments to the Wine Science Center Development Authority Board: Tim Kennedy, Bruce Schwan and Coke Roth
    - Marcia Hopkins, City Clerk
16. Resolution No. 190-14, Approving an Amendment to the Ground Lease with Central Washington Corn Processors, Inc.
    - Bill King, Deputy City Manager
17. Resolution No. 191-14, Appointment to the Planning Commission: Kyle Palmer
    - Marcia Hopkins, City Clerk

18. Resolution No. 192-14, Reconfiguring the Planning Commission Position Numbers and Confirming the Assignment and Reassignment of Position Numbers with Commissioners
    - Heather Kintzley, City Attorney

Expenditures - Approval:

19. November 10, 2014 - November 21, 2014, for $5,295,801.79 including Check Nos. 217687-218083, Wire Nos. 5770-5774, Payroll Check Nos. 99648-99663, and Payroll Wire/ACH Nos. 8758-8771
    - Cathleen Koch, Administrative Services Director

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

Items of Business:

Ordinances - First Reading:

1. Ordinance No. 43-14, Amending RMC Title 18: Water Rates
   - Pete Rogalsky, Public Works Director

Mr. Rogalsky gave the following report: In 2011, the City completed a detail Water Utility rate study, including a five year projection of revenue requirements and a detailed cost of service and rate design analysis. The City elected to implement the first four and one half percent (4.5%) of a recommended nine percent (9%) rate increase in January 2012.

Since early 2012, staff and the Utility Advisory Committee have periodically monitored the financial status of the Water Utility to assess the need to implement the remainder of the recommended rate increase. Increases in operating costs have been associated with labor and utilities. Staffing levels and rate-financed renewal and replacement capital spending have been maintained at levels planned for the 2011 rate study.

While preparing the 2015 Water Utility budget, staff projected that revenues generated by current rates would fail to fully fund the proposed Water Utility expenses while maintaining the working capital reserves recommended by City financial policies. In addition, a correction to the method of calculating and remitting the Utility Occupation Tax applied to Water Utility revenues resulted in a cost increase to the Water Utility.

Staff completed an update to the Water Utility's financial model, including actual performance through June of 2014 and estimates for the coming two years. From this analysis, staff recommended a six percent (6%) revenue increase applied to all customer classes. At its November 12 meeting, the Utility Advisory Committee reviewed staff's recommendation and voted unanimously to recommend application of the recommended revenue increase to the base monthly charges for all customer classes and meter sizes. The proposed rate increase is to be effective with April's utility bills.

Staff is proposing clarifying language to the Municipal Code regarding the terms of service for temporary service provided through fire hydrants. The language clarifies the user's responsibility for damage to City equipment and facilities caused by their improper use of the fire hydrant.

Council Member Jones noted that 2.5% of the 6% rate increase is for the cost of the tax realignment.

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER THOMPSON SECONDED A MOTION TO GIVE FIRST READING, BY TITLE ONLY, TO ORDINANCE NO. 43-14, AMENDING RMC TITLE 18: WATER RATES. THE MOTION CARRIED 6-0.

Reports and Comments:

1. Assistant City Manager Amundson said the City’s Winterfest activities are December 4-6, 2014, and read the schedule of events.

2. Council Members:

Council Member Jones wished the public a happy holiday and reminder them of Christmas tree safety procedures.

Mayor Pro Tem Lemley participated in the Thanksgiving dinner at River's Edge High School with the students and members of the Richland School Board and said he volunteered at the Salvation Army's Thanksgiving dinner event as well.

Adjournment:
Mayor Rose adjourned the meeting at 7:54 p.m.

Respectfully Submitted,

____
Marcia Hopkins, City Clerk

FORM APPROVED: ______________________________
David W. Rose, Mayor

DATE APPROVED: ______________________________

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Ordinances - First Reading

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 01-15, Approving the 2018 Council Compensation Plan

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services	01-15	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 01-15, amending RMC Title 2: Administration and Personnel Salaries

Summary:
As part of the 1999 City audit, a management letter was issued (as was with other cities throughout the state) indicating a need to modify the existing Council compensation process. At that time, Council's compensation was tied to a consumer price index (CPI). The State Auditor's office indicated that future compensation increases need to be tied to a specific amount and not to a general index such as CPI-U.

On April 17, 2001, Council approved an ordinance amending the compensation procedure. Beginning in 2002, as part of the approval of the annual adjustment of the Compensation Plan for Unaffiliated Staff, the annual compensation for Council has been reviewed annually.

Based on the proposed 2015 Compensation Plan for Unaffiliated Staff, and consistent with the increase to the 2015 salary ranges, the ordinance incorporates a 1.75% increase for 2018.

Council's monthly stipend will increase from $1,123 to $1,143 per month in 2018. In addition, the Mayor receives an additional $250 per month.

Fiscal Impact:
Yes — Approval of Ordinance No. 01-15 will impact the 2018 budget.

Attachments:
1. Council Compensation History
2. Proposed Ordinance 01-15

2018 COUNCIL COMPENSATION PLAN

Monthly Compensation History

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

ORDINANCE NO. 01-15

AN ORDINANCE of the City of Richland approving 2018 Council Compensation Plan, amending Section 2.32 of the Richland Municipal Code.

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

Section 1.01 Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 33-13, is hereby amended to read as follows:

2.32.040 Council Members

The monthly compensation of each member of the council for the years 2002 and 2003 shall be established at $825.00 for current and newly elected council, whether a new or incumbent member. For subsequent years 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, ~~and~~ 2017, and 2018 the following salary is established: 2004, $875; 2005, $900; 2006, $927; 2007, $964; 2008, $1,003; 2009, $1,013; 2010, $1,028; 2011, $1,038; 2012, $1,069; 2013, $1,090; 2014, $1,090; 2015, $1,112; 2016, $1,123; 2017; $1,123; ~~and~~ ~~2017,~~ and 2018, $1,143; provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. Beginning in 2002, city council shall establish council salary for 2006 and subsequent years as part of the annual approved compensation plan adjustment for unaffiliated staff, maintaining a four-year schedule.

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

Section 1.02 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ of January, 2015.

DAVID W. ROSE
Mayor

ATTEST:

Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Date Published: _________________

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Ordinance No. 02-15, Dedicating Various Rights-of-Way

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	02-15	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 02-15, dedicating various rights-of-way.

Summary:
Benton County and City staff periodically review the City's rights-of-way to identify items that need to be addressed. Various road construction and realignment projects throughout the City have resulted in portions of roadway rights-of-way that have not been formally dedicated. In particular, portions of Keene Road, Lawless Drive, and Tapteal Drive have been identified as needing to be dedicated.

The proposed ordinance will correct the City's records regarding the identified public streets.

Fiscal Impact:
No

Attachments:
1. ORD 02-15 Dedicating Various Rights of Way
2. Exhibit A - Keene Road
3. Exhibit B - Lawless Drive
4. Exhibit C - Tapteal Drive

ORDINANCE NO. 02-15

AN ORDINANCE of the City of Richland dedicating and establishing various rights-of-way, as fully described in this ordinance.

WHEREAS, Keene Road was realigned between West Richland and Richland in 2003; and

WHEREAS, a portion of the realigned Keene Road fell within the City of Richland annexation boundary adopted by Ordinance No. 66-78; and

WHEREAS, the City of West Richland owned a portion of the Keene Road right-of-way lying within the city limits of the City of Richland; and

WHEREAS, the Benton County Assessor's office requested that the City of West Richland quit claim that portion of right-of-way to the City of Richland to clear up the right-of-way in this area; and

WHEREAS, the City of West Richland quit claimed this portion of right-of-way to the City of Richland in 2010 under AF# 2010-019366; and

WHEREAS, the dedication of this portion of Keene Road right-of-way will complete this process; and

WHEREAS, the right-of-way for Lawless Drive from Wellhouse Loop to Thayer Drive was dedicated by Ordinance No. 18-06; and

WHEREAS, additional right-of-way for the realignment of the Lawless Drive/Wellhouse Loop intersection was acquired from Metropolitan Life Insurance Company by quit claim deed in 2008; and

WHEREAS, the dedication of this additional right-of-way will complete the Lawless Drive right-of-way for the roadway that was constructed in 2006; and

WHEREAS, Tapteal Drive was dedicated by Ordinance No. 19-97; and

WHEREAS, the portion of Tapteal Drive lying between Ordinance No. 19-97 and the westerly right-of-way for Columbia Center Boulevard was quit claimed to the City of Richland by Columbia Center Corporation in 1976 and was never dedicated; and

WHEREAS, the dedication of this portion of Tapteal Drive right-of-way will complete the Tapteal Drive right-of-way.

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

Section 1. The portion of Keene Road right-of-way as described and shown in attached Exhibit A is hereby ordered to be dedicated as a City street named "Keene Road."

Section 2. The portion of Lawless Drive right-of-way as described and shown in attached Exhibit B is hereby ordered to be dedicated as a City street named "Lawless Drive."

Section 3. The portion of Tapteal Drive right-of-way as described and shown in attached Exhibit C is hereby ordered to be dedicated as a City street named "Tapteal Drive."

Section 4. 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 Clerk as a true copy.

Section 5. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the _______ day of __________ 2015.

____
DAVID W. ROSE
Mayor

ATTEST:

____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

____
HEATHER KINTZLEY
City Attorney

Date Published: ________________

Portion of Keene Road
Dedication PID# 1-2098-100-0002-005

A portion of the Northeast quarter of Section 20, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, lying Northerly of the existing right-of-way of Keene Road, described as follows:

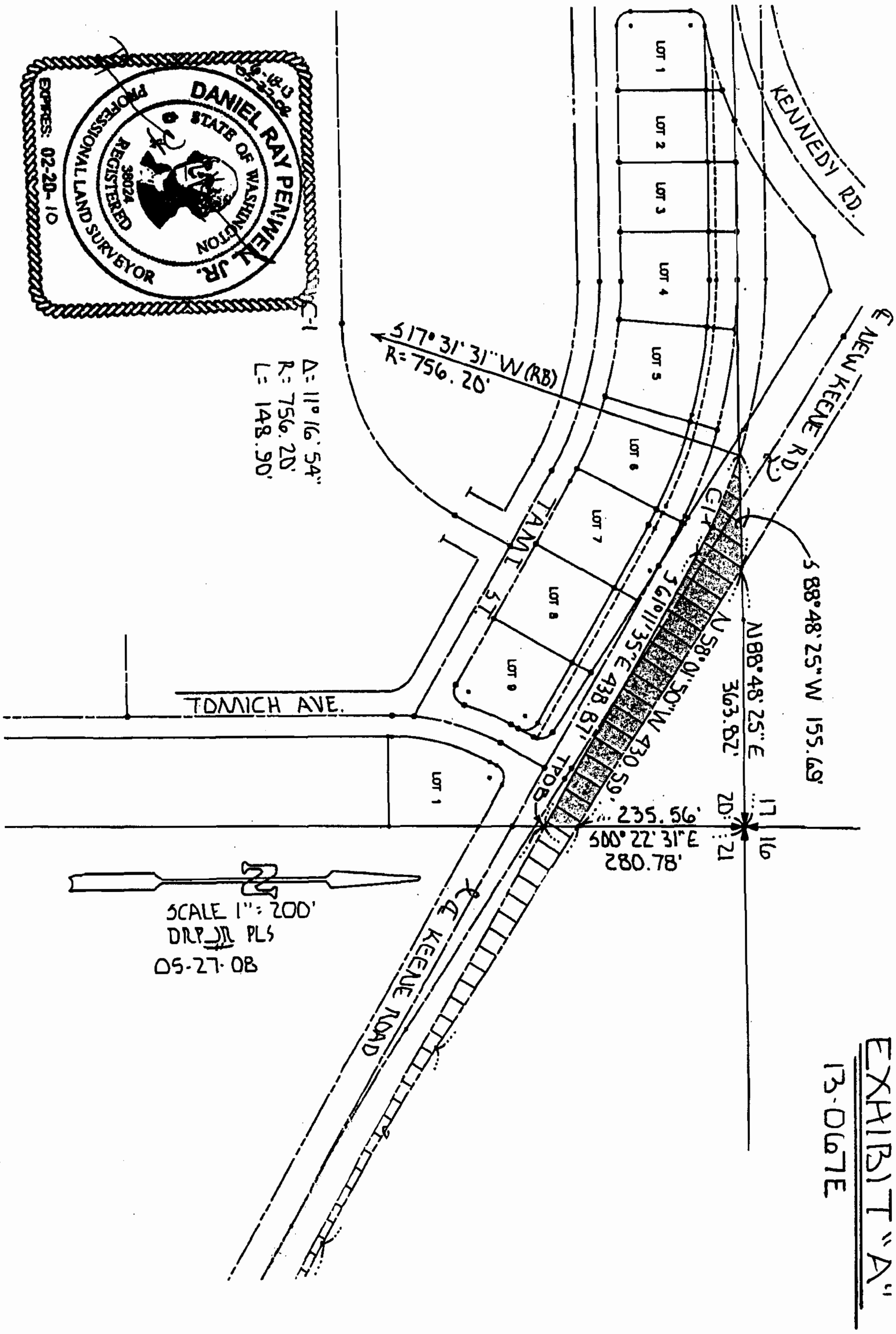
Beginning at the Northeast corner of said Section 20; Thence South 00°22’31” East a distance of 280.78 feet along the East line of said Northeast quarter to a point on the Northerly right-of-way of said Keene Road, and the **TRUE POINT of BEGINNING**. Thence North 61°11’35” West a distance of 438.87 feet along said Northerly right-of-way to a tangent point on a curve to the left, said curve having a radius of 756.20 feet; Thence Northwesterly along said curve and said right-of-way an arc distance of 148.90 feet, through a central angle of 11°16’54” to a point that intersects the North line of said Northeast quarter of said Section 20; Thence North 88°48’25” East leaving said curve and said right-of-way, a distance of 155.69 feet along said North line to a point that intersects the new proposed right-of-way of Keene Road; Thence South 58°01’50” East a distance of 430.59 feet along said new proposed right-of-way to a point that intersects the East line of said Northeast quarter of said Section 20; Thence South 00°22’31” East leaving said proposed right-of-way along said East line a distance of 45.22 feet back to the true point of beginning.

Contains 26,510 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit “A”**.

Reference Document: Quit Claim Deed recorded under Auditor’s File No. 2010-019366, records of said County and State.

13-067
Drpjrpls

Ordinance No. 02-15 Exhibit A, page 2



Lawless Drive
Dedication PID# 1-1598-101-2338-003

A portion of Section15, Township 9 North, Range 28 East, W. M., The City of Richland, Benton County, Washington, described as following:

A portion of Lot 11 Block 400 of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

A portion of Lot B of Short Plat No. 2338, as recorded in Volume 1 of Short Plats on Page No. 2338, records of said County and State, more particularly described as follows:

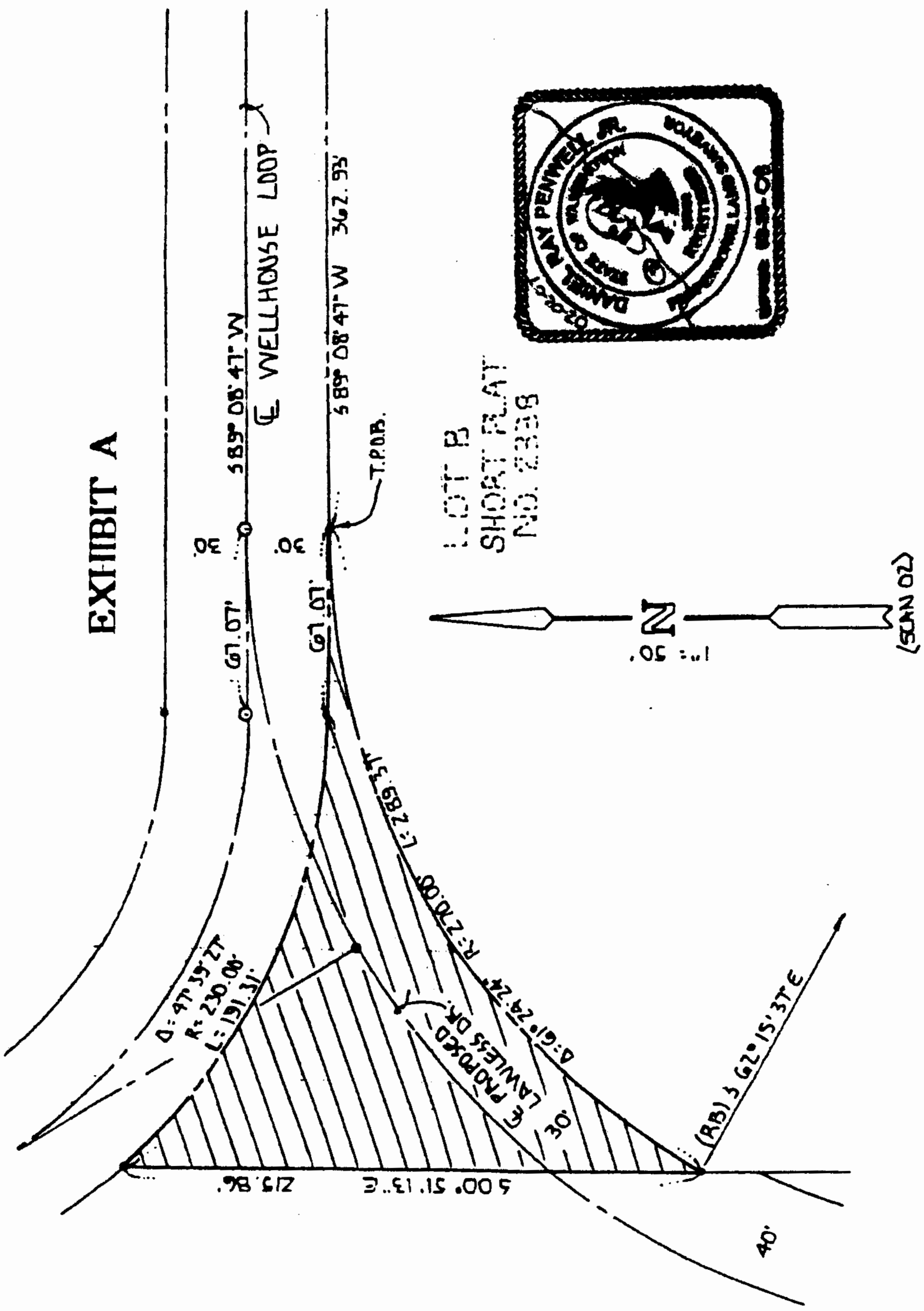
Beginning at the Northeast corner of Lot A of said Short Plat No. 2338. The corner is located at the intersection of the Southerly right-of-way of Wellhouse Loop and the Westerly right-of-way of Wellsian Way; Thence South 89°08’47” West a distance of 362.93 feet along said Southerly right-of-way and the Northerly line of said Short Plat, to the **TRUE POINT of BEGINNING**; Thence continuing South 89°08’47” West a distance of 67.07 feet along said right-of-way and said Northerly line to a point on a tangent curve to the right, said curve having a radius of 230.00 feet; Thence Northwesterly along said curve and said right-of-way and Northerly line, an arc distance of 191.31 feet, through a central angle of 47°39’27” to the Northwest corner of Lot B of said Short Plat; Thence South 00°51’13” East a distance of 215.86 feet leaving said curve, non-tangent, along the Westerly line of said Short Plat, (along the Easterly line of City Ordinance No. 18-06 and recorded under Auditor’s File No. 2009-037759, records of said County and State)to a point on the Southerly right-of-way of (proposed Lawless Drive), and a non-tangent point on a curve concave to the Southeast, said curve having a radial bearing and distance of South 62°15’37” East a distance of 270.00 feet; Thence Northeasterly along said curve and said (proposed) Southerly right-of-way an arc distance of 289.37 feet, through a central angle of 61°24’24” back to the true point of beginning.

Containing 13,558 square feet, more or less, according to the bearings and distance of listed above and as depicted on the attached **Exhibit “A”**.

Reference Documents: Quit Claim Deed Auditor’s File No. 2008-034040, records of said County and State.

13-064
Drpjrpls

Ordinance No. 02-15 Exhibit B, page 2



Tapteal Drive
Dedication PID# 1-3099-400-0020-000

A strip of land 80.00 feet in width situated in Section 30, Township 9 North, Range 29, East, W, M, The City of Richland, Benton County, Washington, the centerline of which is described as follows:

Beginning at the Northeast corner of the Southeast ¼ of the Southeast ¼, of said Section 30; Thence South 00°35’13” East, along the East line of Said Section 30, a distance of 81.20 feet to a point on the centerline of Arrowhead Avenue; Thence South 89°21’17” West along said centerline and the centerline extended 171.54 feet to the **TRUE POINT of BEGINNING**; Thence South 89°22’17” West along said centerline extended a distance of 120.00 feet.

Reference Document: Quit Claim Deed recorded under Auditor’s File No. 700883, records of said County and State.

More particularly described as follows:

Beginning at the Southeast corner of said Section 30; Thence North 01°00’06” West a distance of 1318.34 feet along the East line of said Section 30, to a point that intersects the centerline of said Arrowhead Avenue, (as shown on Short Plat No. 2290, recorded in Volume 1 of Short Plats on Page No. 2290 records of said County and State); Thence South 89°57’19” West a distance of 170.14 feet, leaving said East line of said Section 30 along said centerline of Arrowhead Avenue, (now Tapteal Drive, see Ordinance No. 29-76 vacating said portion of Arrowhead Avenue, recorded under Auditor’s File No. 701155, records of said County and State) to a point on the Westerly right-of-way of Columbia Center Boulevard, (as shown on said Short Plat No. 2290) and the **TRUE POINT of BEGINNING**; Thence South 01°36’00” West a distance of 40.04 feet leaving said centerline, along said Westerly right-of-way of Columbia Center Boulevard; Thence South 88°57’24” West a distance of 119.55 feet, leaving said Westerly right-of-way, along the proposed Southerly right-of-way of Tapteal Drive to a point on the Easterly line of Ordinance No. 19-97, dedicating a portion on said Tapteal Drive; Thence North 01°02’36” West a distance of 80.00 feet leaving said proposed Southerly right-of-way of Tapteal Drive, along said Easterly line of said Ordinance No. 19-97, to a point on the proposed Northerly right-of-way of Tapteal Drive; Thence North 88°57’24” East a distance of 123.25 feet leaving said Easterly line of said Ordinance No. 19-97, along said proposed Northerly right-of-way, to a point on said Westerly right-of-way of said Columbia Center Boulevard; Thence South 01°36’00” West a distance of 40.04 feet along said Westerly right-of-way, back to the true point of beginning.

Containing 9,712 S.F. more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit “A”**.

Additional Reference Document: Termination & Relinquishment of Easement recorded under Auditor’s File No. 706021, records of said County and State.

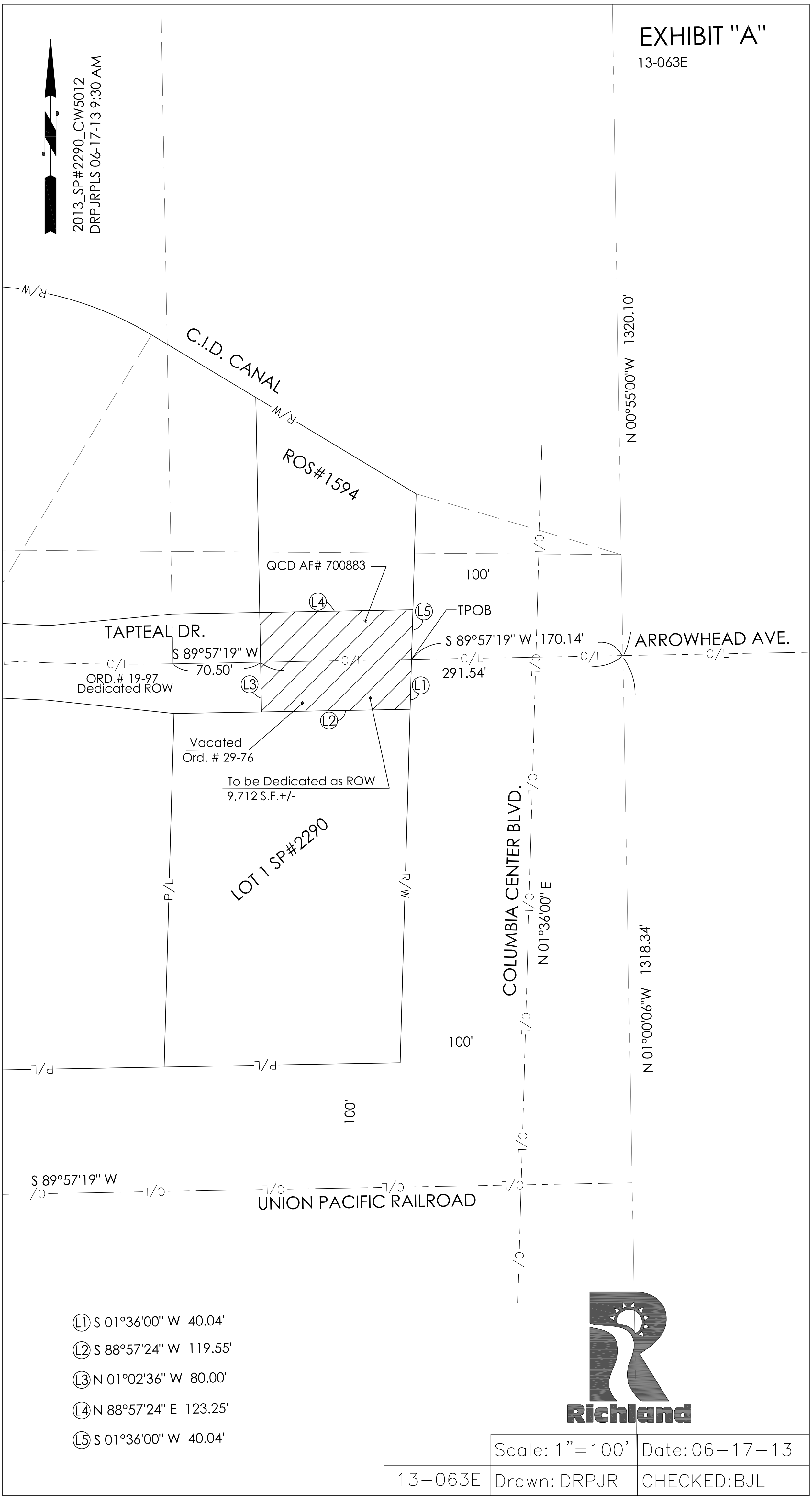
City of Kennewick Resolution No. 76-11, Termination & Relinquishment of Easement.

Easement Deed recorded under Auditor’s File No. 698842, records of said County and State.

Short Plat No. 1594, as recorded in Volume 1 of Short Plats on Page No. 1594, records of said County and State.

13-063
Drpjrpls

Ordinance No. 02-15 Exhibit C, page 2



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Ordinance No. 31-14, Establishing the Final Assessment Roll for Delaware L.I.D. No. 195

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	31-14	Ordinance

Recommended Motion:
Give second reading and approve Ordinance No. 31-14, establishing the final assessment roll for the Delaware Avenue Local Improvement District No. 195.

Summary:
In September 2012, Council approved Ordinance No. 23-12, establishing the preliminary assessment roll for the Delaware Avenue Local Improvement District (LID) and approving a project budget. The LID was established in response to a petition of property owners to make street improvements on Delaware Avenue between Fowler Street and Geneva Street, including curbs, gutters, sidewalks, street lights and storm water system improvements. The Public Works Department completed design and construction earlier this year. The final project costs have been assembled, validated, and included in an assessment model that assigns cost according to the Delaware Street frontage for each participating property. The resulting assessments were checked against the value of benefit as determined by a special benefits appraisal and adjusted as necessary to conform with the constraint that assessments be no greater than the achieved benefit to the property. The City's LID Incentive fund budget is proposed to absorb project costs that are not assessed to participating property owners.

Participating property owners were notified of the proposed final assessments and the public hearing before Council. The hearing was held at the November 18, 2014 City Council meeting. There was no testimony provided at the hearing.

Staff recommends passage of Ordinance No. 31-14 to complete the LID process and establish the payment amounts for each participating property owner.

First Reading was given at Council's December 2, 2014 meeting. No exceptions were noted by Council.

Fiscal Impact:	
Yes	The total project costs are $155,768.52, of which $89,624.41 is to be assessed against five property owners. Staff proposes that the balance of $66,144.11 be funded from the LID Incentive Fund budget within the Streets Fund. The current available balance in this budget is $186,394.

Attachments:
1. ORD 31-14 - Delaware LID 195 - Final Assessment Roll
2. Delaware LID 195 - Final Assessment Roll

ORDINANCE NO. 31-14

AN ORDINANCE of the City of Richland approving and confirming the assessments and assessment roll of Local Improvement District No. 195 for the improvement of Delaware Avenue between Fowler Street and Geneva Street, as provided by Ordinance No. 23-12, and levying and assessing the cost and expense thereof against the several lots, tracts, parcels of land and other property as shown on the assessment roll.

WHEREAS, by Ordinance No. 23-12 adopted September 4, 2012, the City Council approved the preliminary assessment roll of the Delaware LID and the appropriated budget of $134,654; and

WHEREAS, the project construction is complete and the actual final project costs, including the special benefit feasibility study, right of way purchases, engineering, construction, and interest and closing are determined to be $155,769; and

WHEREAS, the assessment roll levying the special assessments against the property located in Local Improvement District No. 195, commonly known as Delaware Avenue LID No. 195 in the City of Richland, Washington, has been filed with the City Clerk as provided by law; and

WHEREAS, notice of the time and place of hearing thereon and making objections and protests to the roll was published at and for the time and in the manner provided by law fixing the time and place of hearing thereon for the 18th day of November, 2014, 7:30 p.m. local time, in the Council Chambers in the City Hall, located at 505 Swift Boulevard in Richland, Washington, and further notice thereof was mailed by the City Clerk to each property owner shown on the roll; and

WHEREAS, at the time and place fixed and designated in the notice, of the hearing was held, all written protests received were considered and all persons appearing at the hearing who wished to be heard were heard, and the City Council, sitting and acting as a Board of Equalization for the purpose of considering the roll and the special benefits to be received by each lot, parcel and tract of land shown upon such roll, including the increase and enhancement of the fair market value of each such parcel of land by reason of the important, overruled all such protests.

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

Section 1.01 The City Council finds that the assessment methodology used by the City in the District is fair, equitable, accurate and ratable, and is the most appropriate means of assessing the properties in the District for special benefits resulting from the improvements. The assessments and assessment roll of Local Improvement District

No. 195, which has been created and established for the purpose of street reconstruction, installation of curbs, gutter, sidewalk, street lights and storm drainage facilities, as provided by Ordinance No. 23-12 as the same now stand shall be and the same are approved and confirmed in all things and respects in the total amount of $ $89,624.41.

Section 1.02 Each of the lots, tracts, parcels of land and other property shown upon the assessment roll is determined and declared to be specially benefited by this improvement in at least the amount charged against the same, and the assessment appearing against the same is in proportion to the several assessments appearing upon the roll. There is levied and assessed against each lot, tract or parcel of land and other property appearing upon the roll the amount finally charged against the same thereon.

Section 1.03 The assessment roll as approved and confirmed shall be filed with the Finance Director for collection and the Finance Director is authorized and directed to publish notice as required by law stating that the roll is in his/her hands for collection and that payment of any assessment thereon or any portion of such assessment can be made at any time within 30 days from the date of first publication of such notice without penalty, interest or cost, and that thereafter the sum remaining unpaid may be paid in 15 equal annual installments of principal and interest. The estimated interest rate is stated to be 5.5% per annum, with the exact interest rate to be fixed in the ordinance authorizing the issuance interfund loans or other financing for Local Improvement District No. 195. The first installment of assessments on the assessment roll shall become due and payable during the 30-day period succeeding the date one year after the date of first publication by the Finance Director of notice that the assessment roll is in his/her hands for collection and annually thereafter each succeeding installment shall become due and payable in like manner. If the whole or any portion of the assessment remains unpaid after the first 30-day period, interest upon the whole unpaid sum shall be charged at the rate as determined above, and each year thereafter one of the installments of principal and interest, together with interest due on the unpaid balance, shall be collected. Any installment not paid prior to expiration of the 30-day period during which such installment is due and payable shall thereupon become delinquent. Each delinquent installment shall be subject to a penalty charge in an amount equal to the bond or installment note interest rate plus five percent (5%), levied upon both principal and interest due on each installment. The collection of such delinquent installments shall be enforced in the manner provided by law.

Section 1.04 The City Council authorizes an increase in the budget appropriations for this project in the amount of $21,115, so that the total appropriated budget is equal to the total final project costs of $155,769.

Section 1.05 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland at a regular meeting on the 16th day of December, 2014.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Date Published: December 21, 2014

CERTIFICATION

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

1. The attached copy of Ordinance No. 31-14 (the "Ordinance") is a full, true and correct copy of an Ordinance duly adopted at a regular meeting of the City Council of the City held at the regular meeting place thereof on December 16, 2014, as that Ordinance appears on the minute book of the City; and the Ordinance will be in full force and effect immediately following its adoption; and

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____________, 2014.

CITY OF RICHLAND, WASHINGTON

MARCIA HOPKINS
City Clerk

DELAWARE AVENUE LID #195
FINAL ASSESSMENT ROLL - DECEMBER 2014

	Owner / Mailing Address	Parcel ID #	Frontage Feet / Percentage	Street Construction	Engineering Costs	ROW Costs	Construction Subtotal	LESS LID Incentive Fund (25% Credit)	LESS LID Incentive Fund Special Benefit Diff	Interest & Closing Costs (5%)	TOTAL
1	Michael A Fleming 2348 Morency Drive Richland, WA 99352-9530	1-3099-103-0002-028	85.00 11.04%	10,772.84	2,909.40	2,695.71	16,377.95000	(4,094.48)	(10,542.37)	818.90	**$2,560.00**
2	Martin & Maria Rodriguez 52929 E Kennedy Rd NE Benton City, WA 99320-6525	1-3099-103-0002-001	100.00 12.99%	12,675.66	3,423.28	3,171.85	19,270.78999	(4,817.70)	(12,386.63)	963.54	**3,030.00**
3	Gerald D & Deloris M Sleater 104105 E Badger Rd Kennewick, WA 99338-9100	1-3099-103-0002-022	50.00 6.49%	6,332.95	1,710.32	1,584.70	9,627.96999	(2,407.00)	(6,127.37)	481.40	**1,575.00**
4	Douglas M & Shelli A Oord 331 Adair Drive Richland, WA 99352-8563	1-3099-103-0002-016	150.00 19.48%	19,008.61	5,133.61	4,756.56	28,898.78000	(7,224.69)	-	1,444.94	**23,119.03**
5	Charles Stack 4204 S Olson Street Kennewick, WA 9937-2644	1-3099-103-0003-002	385.00 50.00%	48,790.05	13,176.61	12,208.82	74,175.48000	(18,543.87)	-	3,708.77	**59,340.38**
			770.00	**$97,580.11**	**$26,353.22**	**$24,417.64**	**$148,350.97**	**($37,087.74)**	**($29,056.37)**	**$7,417.55**	**$89,624.41**

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 43-14, Amending RMC Title 18, Water Rates

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	43-14	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 43-14 amending RMC Title 18: Water enacting a water rate increase and modify provisions related to temporary service through fire hydrants.

Summary:

In 2011, the City completed a detailed Water Utility rate study that forecasts Utility costs and revenues through 2016. The City implemented the first 4.5% of a recommended 9% rate increase in January, 2012.

While preparing the 2015 Water Utility budget, staff projected that revenues generated by current rates would fail to fully fund the proposed expenses while maintaining the working capital reserves recommended by City financial policies. Operating costs have increased since 2011, primarily in the labor and utilities cost categories. In addition, a correction to the method of calculating and remitting the Utility Occupation Tax applied to Water Utility revenues resulted in a cost increase to the Water Utility.

Staff completed an update to the Water Utility's financial model, including actual performance through June of 2014 and estimates for the coming two years. From this analysis, staff recommended a six percent (6%) revenue increase. Approximately 2.5% of this increase is directly related to the Utility Occupation Tax cost increase, which was not anticipated in the 2011 rate study.

At its November 12, 2014 meeting, the Utility Advisory Committee reviewed staff's recommendation and voted unanimously to recommend application of the recommended revenue increase to the base monthly charges for all customer classes and meter sizes. The proposed rate increase is to be effective with April's utility bills.

Staff is proposing clarifying language to the Municipal Code regarding the terms of service for temporary service provided through fire hydrants.

At the December 2, 2014 meeting, Council approved first reading of this ordinance without exception.

Fiscal Impact:	
Yes	The proposed rate increase will cost most residential customers $2.25 per month. The increase is estimated to generate $608,330 in additional annual revenues to the Water Utility.

Attachments:
1. ORD 43-14 Water Rate Increase

ORDINANCE NO. 43-14

AN ORDINANCE of the City of Richland amending Title 18: Water of the Richland Municipal Code, relating to rates and temporary fire hydrant service.

WHEREAS, the City of Richland desires to have equitable and cost-based rates for customers served by the City's potable water system; and

WHEREAS, water rates were last updated in January 2012; and

WHEREAS, additional revenues are needed to satisfy the requirements of the Water System's ongoing operations and recommended maintenance programs; and

WHEREAS, increased water rates will provide needed revenue for the purposes described above; and

WHEREAS, the Utility Advisory Committee, at its November 12, 2014 meeting, recommended Council approval of the proposed rate increase after reviewing the Water Utility's finances; and

WHEREAS, staff is proposing clarification to Municipal Code language regarding temporary water service via fire hydrant.

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

Section 1.01 Chapter 18.12 Application for Services, of the Richland Municipal Code, as enacted by Ordinance No. 29-98 and last amended by Ordinance No. 07-05, is hereby amended to read as follows:

18.12.081 Temporary supply – Metered fire hydrant deposit/refund.

Any persons making application for temporary construction water from a fire hydrant shall pay a deposit of $750.00 for a hydrant meter; said deposit is to guarantee the return of the meter in good condition to the city~~ and pay for a $30.00 monthly service charge~~.

When any person no longer needs temporary water service from a fire hydrant meter, notice shall be given to the department to have the meter recovered and a final reading taken. All final charges, including those for monthly service charges, water consumption and repairs to damaged City property and equipment ~~for water usage and any meter damage~~ will be deducted from the deposit amount and the balance refunded to the person. If charges exceed the amount deposited, the person will be billed for the remaining balance. [Ord. 29-98; Ord. 06-04; Ord. 07-05].

Section 1.02 Chapter 18.24 Domestic Water Rates and Charges, of the Richland Municipal Code, as enacted by Ordinance No. 80 and last amended by Ordinance No. 26-12, is hereby amended to read as follows:

18.24.020 Water rate schedule (metered).

A. Residential, multifamily, commercial and large user customers serviced through a water meter will be charged monthly for metered water consumption on the basis of Table 1 below, which includes applicable taxes:

TABLE 1

Water Rates (Metered)

RESIDENTIAL, MULTIFAMILY & COMMERCIAL RATES

Meter Size	2012 Rate	Rate effective 4-1-2015
1" or less	~~$25.00~~	$27.25
1 1/2"	~~83.35~~	90.85
2"	~~133.35~~	145.35
3"	~~250.00~~	272.50
4"	~~416.65~~	454.15
6"	~~833.35~~	908.35
8" or larger	~~1,333.35~~	1,453.35
Fire hydrant meter		30.00

Additional charge per 100 cf	2012 Rate
Residential and fire hydrant meter	$0.95
Multifamily and Irrigation	0.85
Commercial/Municipal	0.70

LARGE USER RATES

Meter Size	2012 Rate	Rate effective 4-1-2015
1" or less	~~$220.00~~	$239.80
1 1/2"	~~733.33~~	799.33
2"	~~1,173.33~~	1,278.93
3"	~~2,200.00~~	2,398.00
4"	~~3,666.67~~	3,996.67
6"	~~7,333.33~~	7,993.33
8" or larger	~~11,733.33~~	12,789.33
Additional charge per 100 cf:	0.67	

B. The city may furnish water to customers at locations outside the corporate limits of the city. The monthly rates for water furnished to out-of-city customers shall be the rates set forth in this title for the applicable class of service plus 50 percent of such rates.

C. Residential customers serviced through a single meter will be billed at the one-inch or less base rate per living unit, plus consumption charges. Consumption charges will be billed to the account to which the meter is addressed.

D. Commercial and mixed-use customers serviced through a single meter, where multiple units are served, will be billed the appropriate commercial rate, plus consumption charges. This utility charge, including all consumption charges, will be billed to the one account where the meter is addressed.

E. Condominiums and townhouses, which share a single meter, will be billed at the multifamily rate with the bill going to a homeowners' association or like account. Condos and townhouses which are individually metered will be billed at the residential rate with charges based on the meter size.

F. The rates for water supplied to the residential customers qualifying as low income senior citizens or low income disabled citizens shall be discounted by 60 percent. Additional rate information regarding low income senior citizens and low income disabled citizens can be found in Chapter 3.29 RMC (Utility Low Income Program).

G. Commercial customers utilizing the domestic water system for irrigation purposes as described in RMC 18.12.086 ~~and not having a nonpotable irrigation water source available as described in Chapters 18.36 and 18.37 RMC~~ will be charged the appropriate commercial rates for usage during the months of ~~March~~ April through October of each year. The appropriate commercial rates will be charged if consumption is detected outside of this time period. [Ord. 80; Ord. 609; Ord. 36-74; Ord. 62-77; Ord. 42-79; Ord. 63-82; Ord. 19-84; Ord. 43-84; Ord. 19-85; Ord. 29-90; Ord. 7-92; Ord. 19-93; Ord. 54-94; Ord. 29-95; Ord. 47-96; Ord. 29-98; Ord. 17-03; Ord. 06-04; Ord. 07-05; Ord. 05-06; Ord. 06-08; Ord. 29-08; Ord. 22-11 § 1.01; Ord. 26-12 § 1.01].

Section 1.03 This ordinance shall take effect on the first utility bill in April 2015.

PASSED by the City Council of the City of Richland, at a regular meeting on the 16th day of December, 2014.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, CMC
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 21, 2014

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014 | Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 193-14, approving a Purchase and Sale Agreement with Jairo Arauz for a One-Acre Parcel in the Horn Rapids Industrial Park

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	193-14	Resolution

Recommended Motion:

Adopt Resolution No. 193-14, authorizing the City Manager to sign and execute a Purchase and Sale Agreement and all necessary documents to close the transaction with Jairo Arauz for the purchase of a one-acre portion of Lot 3 Short Plat No. 2558 in the Horn Rapids Industrial Park.

Summary:

Jairao Arauz proposes to purchase one (1) acre of City-owned property along the north side of Battelle Boulevard and east of Kingsgate Way in the Horn Rapids Industrial Park for the construction of a 150-foot communication tower. The purchase price is $40,000 per acre, which is consistent with the City of Richland's Resolution No. 35-13 establishing land pricing within the Horn Rapids Industrial Park. The City will retain a repurchase right if Mr. Arauz does not submit building plans and a permit application for approval to the City within six (6) months of closing, or does not begin construction of the communication tower within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee, who recommended approval at their November 24, 2014 meeting.

Fiscal Impact:	The Purchaser will pay $40,000 for the one (1) acre of Horn Rapids Industrial Park property. Net proceeds after closing costs will be put in the City's Industrial Development Fund.

Attachments:

1. RES. NO. 193-14 Arauz
2. Arauz Purchase & Sale Agreement - Draft
3. Arauz - Site Map

RESOLUTION NO. 193-14

A RESOLUTION of the City of Richland approving Purchase and Sale Agreement by and between the City of Richland and Jairo Arauz.

WHEREAS, the City of Richland is the record owner of one (1) acre of city-owned surplus property, described as a portion of Lot 3 of Short Plat No. 2558 of the Horn Rapids Industrial Park; and

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

WHEREAS, the one (1) acre city-owned portion of Lot 3 of Short Plat No. 2558 is managed by the Economic Development Office and is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, setting prices for city-owned surplus property, the one (1) acre industrial park property is available for sale at $40,000 per acre, for a total price of $40,000; and

WHEREAS, Jairo Arauz has agreed to purchase the property for said amount; and

WHEREAS, at their November 24, 2014 meeting, the Economic Development Committee provided a positive recommendation to City Council for the sale of the one (1) acre city-owned surplus property in the Horn Rapids Industrial Park to Jairo Arauz; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland finds and declares that the one (1) acre city-owned portion of Lot 3 of Short Plat No. 2558, located in the Horn Rapids Industrial Park, be sold to Jairo Arauz at the price established by Resolution No. 35-13 for industrial park property of $40,000 per acre, for a total sale price of $40,000.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of December, 2014.

DAVID W. ROSE
Mayor

ATTEST: APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ___ day of _________, 2014, between **JAIRO ARAUZ,** President of Centro Cristiano Zion Church ("Purchaser"), and the **CITY OF RICHLAND**, a Washington municipal corporation, ("Seller").

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

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

(See Exhibit A)

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

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

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

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of forty thousand dollars ($40,000) for approximately one (1) acre, and other good and valuable consideration. Purchaser shall pay for all survey costs, prepare all land transfer documents, and complete all legal transaction documents. The actual purchase price will be based off of the final acreage mutually agreed upon by Seller and Purchaser and described in Exhibit A and shown on Exhibit B.

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with Cascade Title ("Title Company") a check in the amount of two thousand five hundred dollars ($2,500.00) in form and content of attached hereto within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. Earnest Money Deposit will be returned if Purchaser cannot close on the conditions set in this Agreement. If for any reason, the Purchaser terminated this purchase and sale agreement and items specified in 6.1.6 have been completed, the costs incurred for these services will be deducted from the earnest money deposit.

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

3.1. Executed Contract. The "executed contract" date is the date that both parties have signed the purchase and sale agreement. If the purchase and sale agreement are signed on different days, the "executed contract" date is the most recent date noted. Both Purchaser and Seller must sign this purchase and sale agreement within fifteen (15) business days of approval from the City Council. If signatures are not received by both parties within fifteen (15) business days, this agreement is automatically terminated.

3.2. Legal Description. Seller shall survey the property and develop a legal description for the property and other easements that may be needed for the completion of the project. Said legal description shall be provided to the Purchaser for review. The Purchaser shall have five (5) business days to complete said review and provide comments back to the Purchaser. The accepted legal description shall be attached to this Agreement as Exhibit A, and to all other legal documents necessary to lawfully execute this land transfer.

3.3. Title Review. Within five (5) days after the Acceptance Date, Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company ("Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and furnish same to Seller.

3.4. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2. above. Said due diligence period may be extended an additional ten (10) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological, and any other related issues. Seller will promptly provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. During the Due Diligence period, Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Seller's review.

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

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

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date specified by Seller and communicated in writing to Purchaser. Closing shall occur no later than fifteen (15) business days after the last day of the due diligence period. If closing has not occurred by this date, this agreement will automatically be terminated.

5. Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed. Closing shall record on the deed the Buyers' agreement to develop within the Development Standards described in the Horn Rapids Master Plan (Exhibit C) and this agreement.

6. Covenants, Representations and Warranties.

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

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

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

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the preliminary title report.

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

6.1.5. Seller shall reasonably cooperate with Purchaser to obtain approvals and permits for the development of the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

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

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

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

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

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

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

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

6.3.1. Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken. In the event the purchaser states that it is a corporation or a limited liability company, and this statement is false, the person or person signing on behalf of the company shall be personally liable under this contract. This agreement is contingent upon purchaser obtaining financing sufficient to close within the thirty (30) business days allowed per the Due Diligence period in section 3.4 of this purchase and sale agreement.

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

6.3.3. Purchaser further represents that the property will be developed as a communication (radio) tower. Deviation from this intended use must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 10.13. This agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of property for said use.

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

7. Casualty and Condemnation.

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

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

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

9. Miscellaneous.

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

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

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

TO SELLER:
City of Richland
Attn: Economic Development
505 Swift Boulevard, P.O. Box 190
Richland, WA 99352
Phone: (509) 942-7582
FAX: (509) 942-7379

TO PURCHASER:
Jairo Arauz
Centro Cristiano Zion
4820 W. Court Street
Pasco, WA 99301
Phone: (509) 947-2258

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

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

9.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

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

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

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

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

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

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

9.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

9.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser in anticipation of a 150-foot communication (radio) tower. If Purchaser fails to submit an application to Seller for approval of building plans within nine

(9) months of Closing, the Seller reserves the right to reclaim title to this Property. If Purchaser does not initiate construction within eighteen (18) months of Closing, Seller reserves the right to reclaim title to this Property. The Seller shall reclaim this Property by refunding the original Purchase Price of forty thousand dollars ($40,000) for approximately one (1) acre of property (the "Purchase Price"), without interest. The Purchaser will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This reversionary right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This reversionary right survives forty-eight (48) months after closing or until such time as building commences, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchasers to any third party within the forty-eight (48) month reversionary period. This reversionary clause shall survive the delivery of the Deed.

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

[*Signature page to follow*]

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

CITY OF RICHLAND – SELLER

By: Cynthia D. Johnson Date
Its: City Manager

JAIRO ARAUZ, CENTRO CRISTIANO ZION – PURCHASER

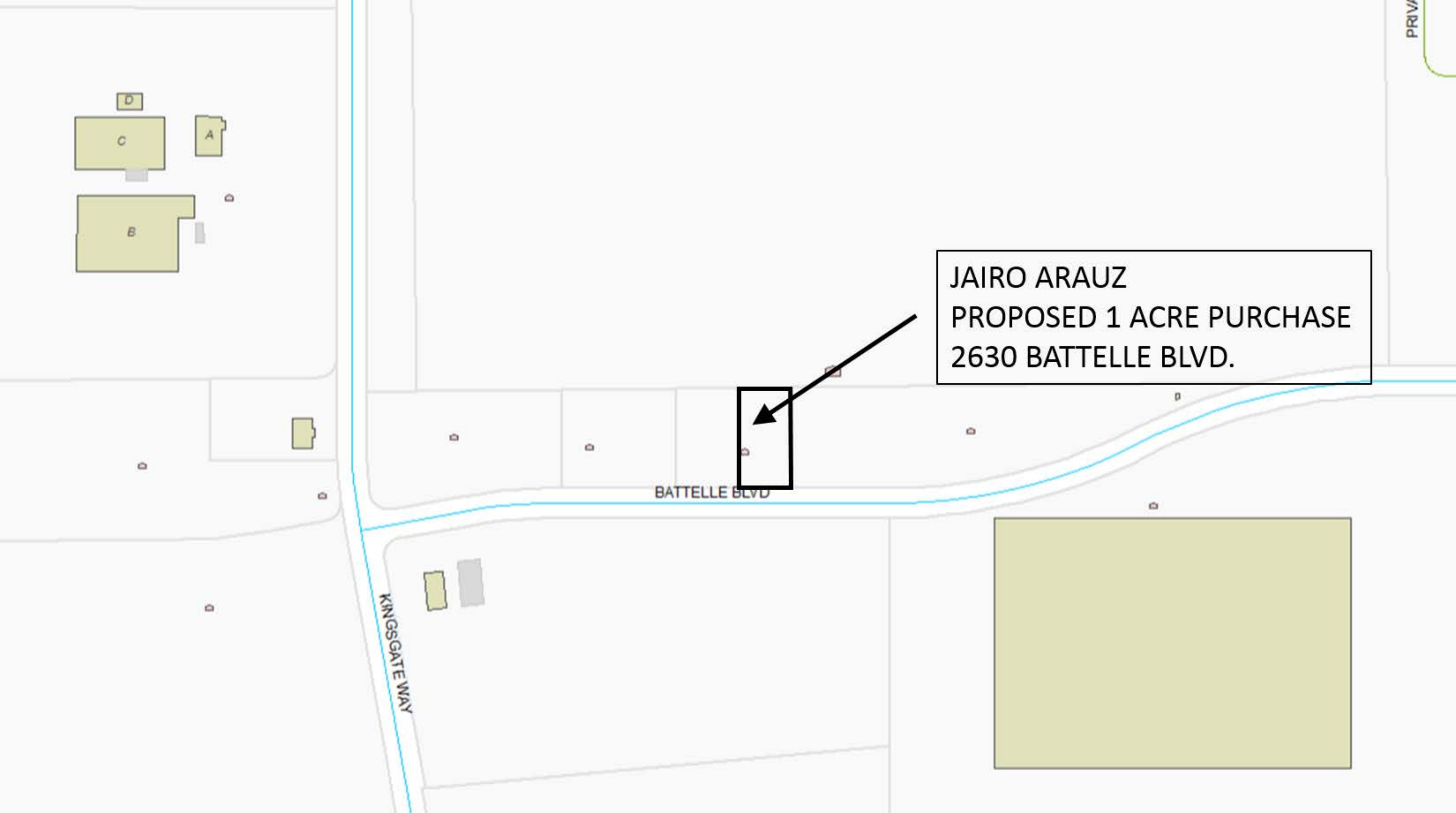
12/4/14

By: Jairo Arauz Date
Its: President

APPROVED AS TO FORM:

By: Heather Kintzley Date
Its: City Attorney


JAIRO ARAUZ
PROPOSED 1 ACRE PURCHASE
2630 BATTELLE BLVD.
Battelle Blvd
Battelle Blvd



JAIRO ARAUZ
PROPOSED 1 ACRE PURCHASE
2630 BATTELLE BLVD.
BATTELLE BLVD
KINGSGATE WAY
D
C
A
B

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 194-14, Approving Purchase and Sale Agreement with Greg Shaw for Stevens Drive South Right-of-Way Acquisition

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	194-14	Resolution

Recommended Motion:
Adopt Resolution No. 194-14, authorizing the City Manager to sign and execute a purchase and sale agreement with Mr. Greg Shaw, authorizing staff to sign and execute documents necessary to close the real estate transaction, and authorizing staff to amend the Capital Improvement Plan to adjust project funding needed to support the purchase of Mr. Shaw's property.

Summary:
The Stevens Drive South Extension project is one segment in the Duportail / Stevens corridor improvement strategy to reduce congestion and improve multi-modal connectivity between downtown Richland and the Queensgate area. The project is fully funded and approaching construction readiness. Right-of-way acquisition is the largest hurdle to proceeding to construction.

Mr. Greg Shaw is the owner of a parcel fronting Wellsian Way, a portion of which is needed for the new street right-of-way. City staff conducted negotiations with Mr. Shaw following the administrative negotiation process outlined in the City's agreement with the Washington State Department of Transportation. Mr. Shaw requested that the City acquire his entire parcel, including the needed right-of-way and two remnant parcels on the north and south of the right-of-way. Staff is proposing acquisition of the entire parcel at the price identified in the City's appraisal.

If approved, this acquisition and the others on this evening's agenda will complete right-of-way acquisition for this project and enable construction in 2015.

Fiscal Impact: Yes	The total cost of this acquisition is estimated at $317,018.75, including closing costs. With the proposed Capital Improvement Plan amendment the project budget will include $2,335,363 in available funds. The Capital Improvement Plan amendment realigns and adds funds to achieve full funding for the Stevens Drive South Extension, the Duportail Reconstruction, and the Duportail Extension. The Real Estate Excise Taxes included in the Stevens Drive South Extension project budget will fund the purchase of Mr. Shaw's property not needed for street right of way because federal grant funds will not reimburse the City for this expense. The Duportail Reconstruction budget includes a pending award of federal funds from the Benton Franklin Council of Governments.

Attachments:
1. Resolution No. 194-14
2. Shaw PSA
3. Capital Improvement Project Revisions-Stevens Dr Extension, Duportail St Extension, Duportail St Recnst

RESOLUTION NO. 194-14

A RESOLUTION of the City of Richland authorizing the City Manager to acquire certain real property interests of Gregory A. Shaw by negotiated voluntary purchase for the purpose of extending Stevens Drive from Lee Boulevard to Wellsian Way and to amend the Capital Improvement Plan to fund the purchase.

WHEREAS, in order to improve mobility, meet current and planned travel demands of the City and to satisfy the current and future requirements and goals of the City of Richland Comprehensive Plan, it will be necessary for the City to construct new street segments as part of the Duportail / Stevens Drive corridor strategy; and

WHEREAS, the City of Richland has planned and budgeted to extend Stevens Drive from Lee Boulevard to Wellsian Way, referred to as “Stevens Drive South Extension Project,” which is a crucial component of the Duportail / Stevens corridor strategy; and

WHEREAS, in order to complete the Stevens Drive Extension Project, it has been determined that the City of Richland must acquire the property and property rights for the public uses of public travel and public parking; and

WHEREAS, the City of Richland has commissioned appraisals to determine the fair market value of the properties and has negotiated in good faith with the owner of the property authorized to be acquired; and

WHEREAS, Gregory A. Shaw owns a property affected by the Stevens Drive Extension project and has agreed to sell property and property rights for right-of-way for construction of the project; and

WHEREAS, the negotiated agreement with Mr. Shaw requires the City to purchase his entire parcel, which includes property not needed for the Stevens Drive South Extension right of way; and

WHEREAS, acquisition of Mr. Shaw’s entire parcel imposes higher property acquisition costs on the Stevens Drive South Extension project than presently included in the project budget; and

WHEREAS, grant funds awarded for the Stevens Drive South Extension may not be used to acquire property that is not needed for the street right of way; and

WHEREAS, staff proposes to realign funding sources between the Duportail Reconstruction, Duportail Extension and Stevens Drive South Extension projects to provide the needed funds for the Shaw acquisition; and

WHEREAS, the amended project budget funds necessary to acquire the property shall be paid by Stevens Drive Extension Project funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager and staff are hereby authorized to sign the purchase and sale agreement, amend the Capital Improvement Plan, and execute documents needed to close the acquisition transaction with Gregory A. Shaw.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of December, 2014.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this______day of ________________, 2014 between the **CITY OF RICHLAND,** a Washington municipal corporation ("Purchaser"), and **GREGORY SHAW,** ("Seller").

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

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

See Exhibits A & B

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

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

1.4. Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a duly-executed Quit Claim Deed ("Deed") subject to the Permitted Exceptions and at the time of payment. The Deed shall be delivered to Purchaser at Closing.

2. Purchase Price. As the Purchase Price for the Property, Purchaser shall pay to Seller the sum of three hundred eleven thousand, two hundred and fifty-five dollars and sixty-three cents ($311,268.75) computed on a price of six dollars and twenty-five cents ($6.25) per square foot for forty-nine thousand, eight hundred and nine-tenths (49,803) square feet of property. The Purchase Price shall be paid by Purchaser to Seller in the form of cash, and shall be deposited in an escrow account with Cascade Title Company at the time of closing. In addition to the above compensation the City shall reimburse Seller for the costs of professional appraisal services as allowed by State and Federal regulations.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and furnish same to Seller. For purposes of calculating time, the date of signing shall not count as the first business day.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

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

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

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date mutually agreed to by Purchaser and Cascade Tile Company with written notice to Seller. The closing date shall occur no sooner than January 2, 2015.

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

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchaser's prior written consent. The Seller may remove concrete barriers placed on the Property. These barriers are personal property not integral to the Property.

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

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

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately give Purchaser written notice of any event which would make any representation or warranty set forth in Section 6.2 incorrect or untrue.

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

6.2.2. No special or general assessments have been levied against the Property except those disclosed in the preliminary title report, and Seller has not received written notice that any such assessments are threatened.

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

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

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

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

7. Casualty and Condemnation.

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

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

8. Purchaser's Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as their sole remedies: (a) the right to pursue specific performance of this Agreement; and (b) the right to terminate this Agreement. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

9. Seller's Remedies. In the event of a material breach of this Agreement by Purchaser, Seller shall have, as their sole remedies: (a) the right to pursue specific performance of this Agreement: and (b) the right to terminate this Agreement. Seller hereby waives all other remedies on account of a breach hereof by Purchaser.

10. Miscellaneous.

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

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

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

TO SELLER:	TO PURCHASER:
Gregory Shaw 1823 Riverside Drive West Richland, WA 99353	City of Richland Attn: Public Works Department 505 Swift Boulevard Richland, WA 99352 Phone: (509)942-7500 FAX: (509)942-7468

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

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

10.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

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

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

10.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase Agreement or any amendment or exhibits hereto. This is a fully integrated Agreement. There are no additional terms, conditions, or obligations binding upon the parties unless specifically referenced herein.

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

10.10. Further Assurances. Purchaser and Seller shall make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary to carry out the intent of the parties hereto.

10.11. Full Performance and Survival. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder. Certain clauses, covenants, warranties and indemnifications specifically provided herein or that can only be performed after closing shall survive the closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

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

[*Signature page to follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF RICHLAND – PURCHASER

____
By: Cynthia D. Johnson
Its: City Manager

GREGORY SHAW - SELLER

____
By: Gregory A. Shaw
Its: Owner

ATTESTED:

____
Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

____
Heather Kintzley
City Attorney

All of Parcel # 1-1498-201-2502-001

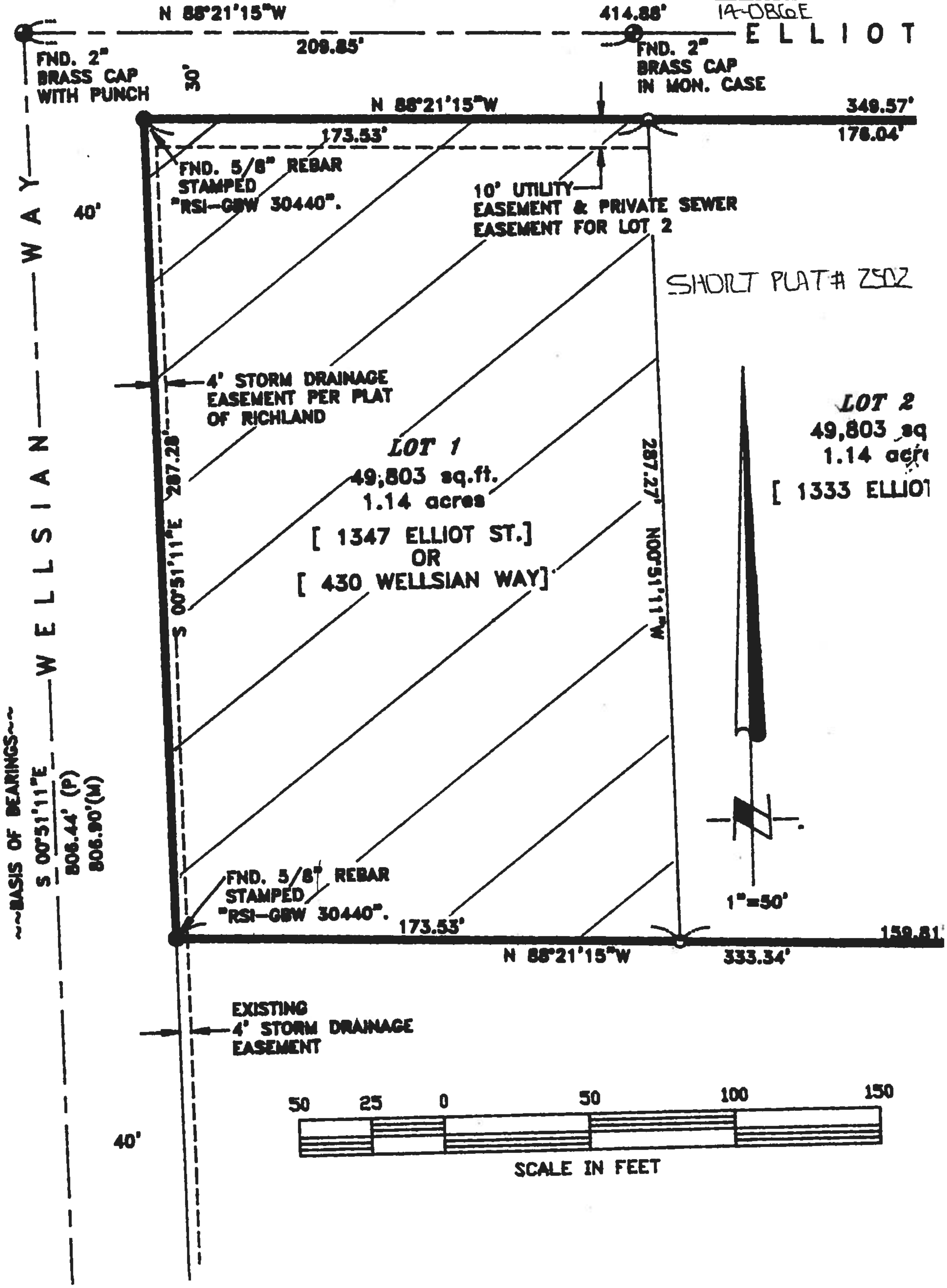
A portion of the Northwest ¼ of Section 14, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

Lot 1 of Short Plat No. 2502, as recorded in Volume 1 of Short Plats, on Page 2502, recorded under Auditor's File No. 2000-014210, records of said County and State.

See attached **Exhibit "A"**.

14-086E
Drpjrpls

EXHIBIT "A"
14-0866E



Duportail Street Extension

Type of Project: Transportation

Partnership Project? NO

Project #: TR130005

Key #	Goal #
2	1

Strategic Leadership Plan Project? ***No***

REVISION to Council 12-16-2014

PROJECT NAME: Duportail Street Extension

PROJECT ADMINISTRATION: Public Works Administration and Engineering

PROJECT LOCATION: Duportail Street from Wellsian Way to Robert Avenue

PROJECT TIMELINE: 2014 - 2015

RESPONSE TO *GMA LEVEL OF SERVICE? YES

PROJECT DESCRIPTION

Construct a new street with sidewalks, curb and gutter, water, sewer, storm drainage, street lights and bike lanes, including intersection improvements at Duportail Street and Thayer Drive.

PROJECT ASSUMPTIONS

The project received grant funds from the Washington State Transportation Improvement Board as part of the Duportail Street Corridor project in the amount of $1,624,520 or 80%. An engineering study will recommend an intersection design for the Duportail / Thayer intersection. The outcome of the study, which will include a public involvement process, may change the right of way acquisition requirements and timeline for the project construction.

BENEFITS

This project will provide improved connectivity and mobility as part of the Duportail / Stevens corridor improvements.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
DESIGN	125,000		125,000						
CONSTRUCTION MANAGEMENT	62,500			62,500					
CONSTRUCTION	1,422,530			1,422,530					
10% CONTINGENCY	142,250			142,250					
OTHER ENG. SRCES (ROW ACQUISITION)	650,000		325,000	325,000					
	-								
TOTAL	$ 2,402,280	$ -	$ 450,000	$ 1,952,280	$ -	$ -	$ -	$ -	$ -

RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
TIB FUNDS (SECURED)	2,232,830		360,000	1,872,830					
RE EXCISE TAX 1ST 1/4%	79,450			79,450					
RE EXCISE TAX 2ND 1/4%	90,000		90,000						
	-								
	-								
	-								
TOTAL	$ 2,402,280	$ -	$ 450,000	$ 1,952,280	$ -	$ -	$ -	$ -	$ -

OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2015	2016	2017	2018	2019	2020
	-								
	-								
	-								
	-								
	-								
TOTAL	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -

Duportail Street Reconstruction

Type of Project: Transportation

Partnership Project? NO

Project #
TR130006

Key #	Goal #
2	1

Strategic Leadership Plan Project? ***No***

REVISION to Council 12-16-2014

PROJECT NAME: Duportail Street Reconstruction

PROJECT ADMINISTRATION: Public Works Administration and Engineering

PROJECT LOCATION: Duportail Street from Cottonwood Drive to Thayer Drive

PROJECT TIMELINE: 2014 - 2015

RESPONSE TO *GMA LEVEL OF SERVICE? YES

PROJECT DESCRIPTION

Reconstruct roadway to provide 2 travel lanes, bike lanes, curb, gutter & sidewalk on both sides, storm drainage, and street lights. Based on community design development process the project may also include streetscape and on-street parking features. Also includes reconfiguring the Duportail Street / Wright Avenue intersection.

PROJECT ASSUMPTIONS

The project received grant funds from the Washington State Transportation Improvement Board as part of the Duportail Street Corridor project in the amount of $1,262,400 or 80%. It also received $20,000 in Federal TAP-UP and $229,020 in Federal STP-UL funds in 2014. An engineering study will recommend an intersection design for the Duportail / Wright intersection. The outcome of the study, which will include a public involvement process, may change the right of way acquisition requirements and timeline for the project construction.

BENEFITS

Improve the current unsatisfactory roadway surface and provide bicycle and pedestrian features as part of Duportail / Stevens Corridor improvements.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
DESIGN	125,000		125,000						
CONSTRUCTION MANAGEMENT	62,500			62,500					
CONSTRUCTION	981,920			981,920					
10% CONTINGENCY	98,190			98,190					
OTHER ENG. SERVICES (ROW ACQUISITION	100,000		100,000						
	-								
TOTAL	$ 1,367,610	$ -	$ 225,000	$ 1,142,610	$ -	$ -	$ -	$ -	$ -

RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
TIB FUNDS (SECURED)	659,090		200,000	459,090					
RE EXCISE TAX 1ST 1/4%	-								
RE EXCISE TAX 2ND 1/4%	5,000		5,000						
STP-UL FUNDS (SECURED)	229,020			229,020					
TAP-UL FUNDS (SECURED)	20,000		20,000						
STP FUNDS (UNSECURED-COG)	454,500			454,500					
	-								
TOTAL	$ 1,367,610	$ -	$ 225,000	$ 1,142,610	$ -	$ -	$ -	$ -	$ -

OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2015	2016	2017	2018	2019	2020
	-								
	-								
	-								
	-								
	-								
TOTAL	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -

Stevens Drive South Extension

Type of Project: Transportation

Partnership Project? NO

Project # TR130013

Key #	Goal #
2	1

Strategic Leadership Plan Project? ***No***

REVISION to Council 12-16-2014

PROJECT NAME: Stevens Drive South Extension

PROJECT ADMINISTRATION: Public Works Administration and Engineering

PROJECT LOCATION: Stevens Drive between Lee Blvd and Wellsian Way

PROJECT TIMELINE: 2014

RESPONSE TO *GMA LEVEL OF SERVICE? NO

PROJECT DESCRIPTION

Construction of a new 3 lane street with sidewalks, curb, gutter, water, sewer, storm drainage, street lights, street trees and bicycle lanes.

PROJECT ASSUMPTIONS

Grant funding has been secured from TIB and WA DOT. The project requires significant right of way acquisition. The right of way acquisition process may introduce schedule and cost changes.

BENEFITS

This project improves mobility and connectivity as part of the Duportail / Stevens corridor improvement. In addition the project will provide new commercial street frontage lots that may lead to redevelopment that aligns with the City's downtown revitalization vision.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
DESIGN	75,000		75,000						
CONSTRUCTION MANAGEMENT	75,000		75,000						
CONSTRUCTION	2,022,727		2,022,727						
10% CONTINGENCY	202,273		202,273						
OTHER ENG. SRCES (FEASIBILITY STUDY)	50,000		50,000						
OTHER ENG. SRCES (ROW ACQUISITION)	754,646	200,645	305,891	248,110					
TOTAL	$ 3,179,646	$ 200,645	$ 2,730,891	$ 248,110	$ -	$ -	$ -	$ -	$ -

RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
RE EXCISE TAX 1ST 1/4%	336,030	98,480	46,520	191,030					
RE EXCISE TAX 2ND 1/4%	91,580	30,000	4,500	57,080					
GENERAL FUND	275,000		275,000						
TIB GRANT	1,110,000	51,966	1,058,034						
WA DOT GRANT	1,265,000	20,199	1,244,801						
BOND SALE PROCEED (ROW)	11,894		11,894						
TOTAL	$ 3,089,504	$ 200,645	$ 2,640,749	$ 248,110	$ -	$ -	$ -	$ -	$ -

OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2015	2016	2017	2018	2019	2020
	-								
	-								
	-								
	-								
	-								
TOTAL	$ -	-	-	$ -	$ -	$ -	$ -	$ -	$ -

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 195-14, Approving Purchase and Sale Agreement with The Richland Property LLC for Stevens Drive South Right-of-Way Acquisition

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	195-14	Resolution

Recommended Motion:
Adopt Resolution No. 195-14, authorizing the City Manager to sign and execute a purchase and sale agreement and closing documents to acquire real property interests from The Richland Property, LLC for the purpose of extending Stevens Drive from Lee Boulevard to Wellsian Way.

Summary:

The Duportail / Stevens Transportation Corridor Improvement Plan is the highest priority transportation system improvement currently being implemented. In accordance with Council direction, staff has been working since 2007 to advance the Duportail Bridge project to completion. Other important segments of the corridor plan include the Stevens Drive Extension project from Lee Boulevard to Wellsian Way, the Duportail Reconstruction project, and the Duportail Extension Project.

The Richland Property LLC is the owner of a parcel at the southwest corner of Lee Boulevard and Stevens Drive, a portion of which is needed for the new street right-of-way. City staff conducted negotiations with the owner following the administrative negotiation process outlined in the City's agreement with the Washington State Department of Transportation.

The proposed agreement reflects completion of successful negotiations with The Richland Property LLC. The total amount to be paid to The Richland Property LLC will be $38,400. The compensation values are the same as the fair market value offers extended by the City.

Fiscal Impact:	
Yes	The total cost of this acquisition is estimated at $40,900, including acquisition and closing costs. The total available funds in this project budget $2,087,253.

Attachments:

1. RES 195-14 The Richland Property LLC
2. The Richland Property PSA

RESOLUTION NO. 195-14

A RESOLUTION of the City of Richland authorizing the City Manager to acquire certain real property interests of The Richland Property LLC by negotiated voluntary purchase for the purpose of extending Stevens Drive from Lee Boulevard to Wellsian Way.

WHEREAS, in order to improve mobility, meet current and planned travel demands of the City and to satisfy the current and future requirements and goals of the City of Richland Comprehensive Plan, it will be necessary for the City to construct new street segments as part of the Duportail / Stevens Drive corridor strategy; and

WHEREAS, the City of Richland has planned and budgeted to extend Stevens Drive from Lee Boulevard to Wellsian Way, referred to as "Stevens Drive South Extension Project," which is a crucial component of the Duportail / Stevens corridor strategy; and

WHEREAS, in order to complete the Stevens Drive Extension Project, it has been determined that the City of Richland must acquire the property and property rights for the public uses of public travel and public parking; and

WHEREAS, the City of Richland has commissioned appraisals to determine the fair market value of the properties and has negotiated in good faith with the owner of the property authorized to be acquired; and

WHEREAS, The Richland Property LLC has one (1) property affected by the Stevens Drive Extension project and has agreed to sell property and property rights for right-of-way for construction of the project; and

WHEREAS, the funds necessary to acquire the property shall be paid by Stevens Drive Extension Project funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager and staff are hereby authorized to sign the purchase agreement and quit claim deed to complete the purchase of The Richland Property LLC property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of December, 2014.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Contract No: ______

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this 9 day of SEPT., ~~2013~~ 2014 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **THE RICHLAND PROPERTY LLC**, ("Sellers").

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

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

(see Exhibit A & B)

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

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

The Property described in Section 1.1. shall be conveyed to Purchasers by a Quit Claim Deed (the "Deed") subject to the Permitted Exceptions and at the time of payment. The Deed shall be delivered to Purchasers at Closing.

2. Purchase Price. Purchasers shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of Thirty-Eight Thousand Four Hundred Dollars ($38,400 rounded) which includes Thirty-One Thousand Six Hundred Twenty-Two Dollars ($31,622) computed on a price of Seven Dollars and No Cents ($7.00) per square foot for Four Thousand Five Hundred Seventeen and Fifty-Four Hundredths (4,517.54) square feet of property and Six Thousand Seven Hundred Eighty-Six Dollar ($6,786) computed on a price of One Dollar and Forty Cents ($1.40) per square foot for Four Thousand Four Hundred Eighty-Seven and Seventy-Five Hundredths (4,487.75) square feet of property for a temporary easement. The Temporary Easement will expire two years from the date this document is signed by all parties.

The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company. These funds will be deposited in escrow account with Cascade Title Company.

The Purchaser shall be entitled to any interest accrued on the earnest money deposit.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company (the "Title Company") a limited liability report on the Property, and copies of all documents referred to therein, and furnish same to Seller.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchasers are granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchasers' opinion, Purchasers may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchasers under this Section 3.2., this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Mortgage/Financial Institution. The Closing of this transaction is contingent upon approval of this agreement by the Seller's mortgage company/financial institution holding a lien on the property.

3.4. Council Approval. The Closing of this transaction is contingent upon approval of this agreement by the City Council of the City of Richland.

4. Closing. On or before the date of Closing, as described below, Purchasers shall deliver to the Escrow Company, Cascade Title Company, the Purchase Price for the Property in the form of a certified or cashier's check less the earnest money previously paid and interest on the earnest money deposit. Seller shall deliver the Deed, as approved by Purchasers, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchasers, Title Company shall record and deliver to Purchasers the Deed; and issue and deliver to Purchasers the standard owner's policy of title insurance.

4.1. Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and *the full* premium for a standard owner's policy of title insurance.

4.2. Closing Date. The Closing of the transaction and delivery of all items shall occur at Cascade Title Company and shall have occurred on a date specified by Cascade Tile Company by written notice to Sellers.

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

6. Covenants, Representations and Warranties.

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

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

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

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions.

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

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchasers, each of which shall be true on the date hereof and on the date of Closing.

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

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

6.2.3. As of the date hereof, to the best of Seller's knowledge, during the Contract Period:

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

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

Seller shall immediately give Purchasers written notice of any event which would make any representation or warranty set forth in Section 6.2. incorrect or untrue.

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

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

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

7. Casualty and Condemnation.

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

7.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section

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

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

Purchasers hereby waive all other remedies on account of a breach hereof by Seller.

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

10. Miscellaneous.

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

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

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

TO SELLERS:

The Richland Property LLC
1214 Monticello Road
Lafayette, CA 94549
Phone: (415) 335-5796

TO PURCHASERS:

City of Richland
Attn: Public Works Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7500
FAX: (509)942-7468

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

10.4. Assignments and Successors. Purchasers, without being relieved of any liability hereunder, may not assign this Agreement without Seller's consent, for any purpose.

10.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

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

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

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

10.9. Counterparts. This Purchase Agreement may be executed in several

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

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

Purchasers hereby waive all other remedies on account of a breach hereof by Seller.

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

10. Miscellaneous.

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

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

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

TO SELLERS:	TO PURCHASERS:
The Richland Property LLC 1214 Monticello Road Lafayette, CA 94549 Phone: (415) 335-5796	City of Richland Attn: Public Works Department 505 Swift Boulevard Richland, WA 99352 Phone: (509)942-7500 FAX: (509)942-7468

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

10.4. Assignments and Successors. Purchasers, without being relieved of any liability hereunder, may not assign this Agreement without Seller's consent, for any purpose.

10.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

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

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

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

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

10.10. Further Assurances. Purchasers and Seller shall make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary to carry out the intent of the parties hereto.

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

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

10.13. Scrivener: The party drafting this agreement is the City of Richland. The sellers are encouraged to review the contract with their own attorney, before signing this agreement.

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

CITY OF RICHLAND – PURCHASER

____

By: Cynthia D. Johnson
Its: City Manager

THE RICHLAND PROPERTY LLC - SELLER

____

By: Yui Cheong Ng
Its: Member Manager

____

By: Shuet Yi Ng
Its: Member Manager

ATTESTED:

____
Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

____
Heather Kintzley
City Attorney

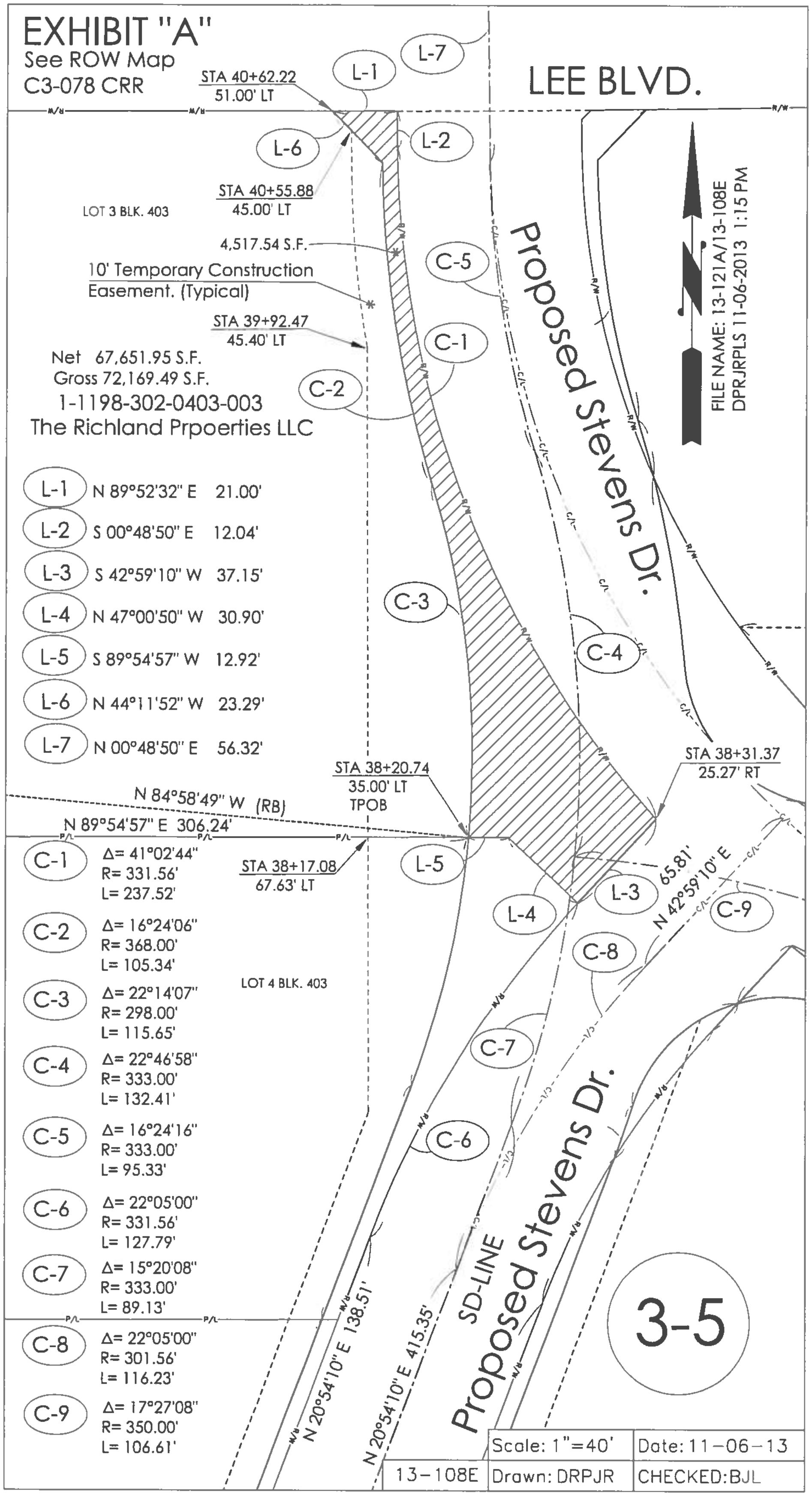


EXHIBIT "A"
See ROW Map
C3-078 CRR
LEE BLVD.
STA 40+62.22
51.00' LT
L-1
L-7
L-6
L-2
STA 40+55.88
45.00' LT
LOT 3 BLK. 403
4,517.54 S.F.
10' Temporary Construction
Easement. (Typical)
STA 39+92.47
45.40' LT
Net 67,651.95 S.F.
Gross 72,169.49 S.F.
1-1198-302-0403-003
The Richland Prpoerties LLC
C-5
C-1
C-2
Proposed Stevens Dr.
FILE NAME: 13-121A/13-108E
DPRJRPLS 11-06-2013 1:15 PM
L-1 N 89°52'32" E 21.00'
L-2 S 00°48'50" E 12.04'
L-3 S 42°59'10" W 37.15'
L-4 N 47°00'50" W 30.90'
L-5 S 89°54'57" W 12.92'
L-6 N 44°11'52" W 23.29'
L-7 N 00°48'50" E 56.32'
C-3
C-4
STA 38+20.74
35.00' LT
TPOB
STA 38+31.37
25.27' RT
N 84°58'49" W (RB)
N 89°54'57" E 306.24'
STA 38+17.08
67.63' LT
L-5
L-4
L-3
65.81'
N 42°59'10" E
C-9
C-8
C-1 Δ= 41°02'44" R= 331.56' L= 237.52'
C-2 Δ= 16°24'06" R= 368.00' L= 105.34'
C-3 Δ= 22°14'07" R= 298.00' L= 115.65'
C-4 Δ= 22°46'58" R= 333.00' L= 132.41'
C-5 Δ= 16°24'16" R= 333.00' L= 95.33'
C-6 Δ= 22°05'00" R= 331.56' L= 127.79'
C-7 Δ= 15°20'08" R= 333.00' L= 89.13'
C-8 Δ= 22°05'00" R= 301.56' L= 116.23'
C-9 Δ= 17°27'08" R= 350.00' L= 106.61'
LOT 4 BLK. 403
C-7
C-6
Proposed Stevens Dr.
SD-LINE
Proposed Stevens Dr.
N 20°54'10" E 138.51'
N 20°54'10" E 415.35'
3-5
Scale: 1"=40'
Date: 11-06-13
13-108E
Drawn: DRPJR
CHECKED:BJL

Portion of Parcel #1-1198-302-0403-003

A portion of the Southwest ¼ of Section 11, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 3 of Block 403, of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Southwest corner of said Lot 3; Thence North 89°54'57" East a distance of 319.16 feet, along the Southerly line of said Lot 3, to an angle point in the Southerly line of said Lot 3; Thence South 89°54'57" West a distance of 12.92 feet along said Southerly line to a point being located at SD-Line Station 38+20.74 at 35.00 feet left as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records, and the **TRUE POINT of BEGINNING**, and the beginning of a 298.00 foot radius non-tangent curve, having a radial bearing of North 84°58'49" West; Thence Northwesterly a distance of 115.65 feet along the arc of said curve, through a central angle of 22°14'07", leaving said Southerly line, to the beginning of a 368.00 foot radius tangent reverse curve to the right; Thence Northwesterly a distance of 105.34 feet along the arc of said curve, through a central angle of 16°24'06"; Thence North 44°11'52" West a distance of 23.29 feet, leaving said curve, to a point on the Southerly right-of-way of Lee Blvd. to a point being located at SD-Line Station 40+60.22 at 51.00 feet left; Thence North 89°52'32" a distance of 21.00 feet to a point on the Westerly right-of-way of Gillespie Street; Thence South 00°48'50" East a distance of 12.04 feet, leaving said right-of-way to the beginning of a 331.56 foot radius tangent curve to the left; Thence Southeasterly a distance of 237.52 feet along the arc of said curve, through a central angle of 41°02'44", along said Westerly right-of-way of Gillespie Street, to a point being located at SD-Line Station 38+31.37 at 25.27 feet right, and a point that intersect with the Northwesterly right-of-way of Railroad Street, as shown on said Plat of Richland; Thence South 42°59'10" West a distance of 37.15 feet, leaving said Westerly right-of-way, to the Southeast corner of said Lot 3, along said Northwesterly right-of-way of Railroad Street; Thence North 47°00'50" West a distance of 30.90 feet, along said Southerly line of said Lot 3, leaving said Northwesterly right-of-way of Railroad Street, back to the true point of beginning.

Containing 4,517.54 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A"**.

Together with, a temporary construction easement lying within said Lot 3, described as follows:

Said easement is lying Westerly of the Westerly proposed right-of-way and Easterly of the following described line.

Beginning at a point on the Southerly line of said Lot3 located at SD-Line Station 38+17.08 at 67.63 feet left; Thence Northerly along said line to a point located at SD-Line Station 39+92.47 at 45.40 feet left; Thence Northerly along said line and a non-tangent curve concave to the Northeast, said curve is running parallel to and 10.00 Westerly of the Westerly right-of-way of said proposed right-of-way described above to a point located at SD-Line Station 40+55.88 at 45.00 feet left, to a point lying on the right-of-way, and the terminus of said line, and as depicted on the attached **Exhibit "A"**.

Said Temporary Construction Easements shall expire on December 31, 2015.

Together with and subject to easements, covenants, restrictions and reservations of record and in view.

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Resolution No. 197-14, Reappointment to the Personnel Committee: Jeffrey Marzyck

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney	197-14	Resolution

Recommended Motion:
Adopt Resolution No. 197-14, reappointing Jeff Marzyck to Position No. 1 on the Personnel Committee.

Summary:
The term for Position No. 1, on the Personnel Committee, expires January 1, 2015.

Personnel Chair Heimbigner is recommending the reappointment of Jeffrey Marzyck to Position No. 1 for three years or until January 1, 2018.

Mr. Marzyck has served on the Personnel Committee for a partial term, when he was appointed to Position No. 1 in November 2013.

Fiscal Impact: None.

Attachments:
1. Proposed Resolution
2. Resommendation & Application

RESOLUTION NO. 197-14

A RESOLUTION of the City of Richland confirming the position reappointment of Jeffrey Marzyck to the Personnel Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following reappointment to the Personnel Committee is hereby confirmed:

NAME	POSITION NO.	TERM ENDING
Jeffrey Marzyck	1	1/1/18

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

ADOPTED by the City Council of the City of Richland, at a regular meeting on the 16th day of December 2014.

David W. Rose
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

HUMAN RESOURCES

Richland Washington

MEMORANDUM

TO: MARCIA HOPKINS, CITY CLERK

FROM: MH MICHAEL HEIMBIGNER, PERSONNEL COMMITTEE CHAIR
JS JOEL SORENSEN, PERSONNEL COMMITTEE MEMBER
AJ ALLISON JUBB, HUMAN RESOURCES DIRECTOR

DATE: DECEMBER 2, 2014

SUBJECT: WRITTEN RECOMMENDATION FOR PERSONNEL COMMITTEE VACANCY POSITION #1

The Personnel Committee and Human Resources have reviewed the application for the Personnel Committee vacancy (Position #1). In reviewing and discussing qualifications of the applicant provided, it was determined that Jeffrey Marzyck's current membership status and qualifications would continue to be valuable to the committee.

Based on these facts, the Committee recommends reappointment of Jeffrey Marzyck into Position #1.

The Committee expressed their appreciation for the opportunity to provide input into the selection process.

cc: Cindy Johnson, City Manager
Debbie Barham, Deputy City Clerk
Michael Heimbigner, Personnel Committee Chair
Joel Sorensen, Personnel Committee Member
Human Resources Staff Liaison's

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*
Personnel Committee

RECEIVED
NOV 19 2014
RICHLAND CITY CLERK

Personal Information

First Name*
Jeffrey

Last Name*
Marzyck

Street Address*
1346 Jonagold Dr.

City*
Richland

State*
WA

Zip*
99352

Length of Residency in the City of Richland*
30 years

Email:*
jazyck@yahoo.com

Contact Phone:*
509-539-6458

Alternate Phone:
509-627-3680

Occupation:*
Family Court Investigator

Education: *
AAS Degree in Paralegal studies

Experience Applicable to the City Board, Commission or Committee to which you are applying*
I have served in many different positions that required me to develop and use critical thinking skills, negotiations techniques, and develop inter-personal relations. These experiences have provided me with the required skills to be successful with a broad range of personality types in accomplishing professional, effective, and cooperative conflict resolution. Please see my attached resume for a complete listing of my experience.

Are you currently serving on a Board, Commission or Committee*

(X)Yes

( )No

If yes, which one/s?
Personnel

Have you served on a Board, Commission or Committee before?*

( )Yes

(X)No

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

( )Yes

(X)No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.*

[X]I accept

A resume is required to complete the application.*

[ ]
Uploaded: JAM Resume.docx

Jeff Little Services, LLC, Ph:509-491-3100 e-mail: jefflittle83@charter.net

Jeff Marzyck

Curriculum Vitae

Experience

Guardian ad Litem Jeff Little Services, LLC

4/2009 to Present Title 26 Guardian ad Litem Program Benton/Franklin Counties

- Court appointed advocate for children whose parents are involved in custody, divorce, or parentage actions
- Conduct full and complete investigation of all allegations and involved parties to the case
- Have worked volunteer and compensated cases, have been conducted investigations and submitted recommendations to the court in more than 75 cases since 2009
- Maintain the highest levels of confidentiality and professionalism
- Provide the court with timely recommendation regarding placement / visitation for the child as well as other aspects of the Parenting Plan

MEDIATOR

2012 to Present Title 26 Family Law Mediator Benton/Franklin Counties

- Providing family court mediation services for litigants involved in divorce, parentage or third party custody matters.

CASA/GAL Intern

9/2008 to 6/2009 Benton/ Franklin Juvenile Justice Center Kennewick, WA

- Provided case management support in CASA / GAL office for Title 13 dependency cases
- Court room experience in shelter care, disposition and review hearings
- Assist local GAL program with recruitment, training and mentoring of new volunteers
- Assisted in development of new training curriculum
- Presented training for new GALs on investigation and report writing
- Presented training workshops at WACASA state conference 2008, 2009, & 2010, 2011 on investigations and report writing.

Volunteer CASA/GAL

9/2003 to Present Benton/Franklin Title 13 CASA/GAL Program Kennewick, WA

- Court appointed special advocate for abused and neglected children in dependency cases.
- Maintain the highest levels of confidentiality and professionalism
- Full and complete investigation of all parties to the case
- Work collaboratively with DSHS case worker to develop case planning and services for children and parents
- Provide timely reporting and recommendation to the court

Volunteer Mediator

December 2008 to 2011 Benton Franklin Dispute Resolution Center Kennewick, WA

- May 2009 – Completed the DRC's Internship program after successfully mediating 9 cases and one solo mock mediation coached by a certified mediator. A certified mediator at the DRC supervised three of these Mediations and six were as an intern mediator in the program.

- December 2008 – Benton Franklin DRC, 40 Hour Mediation Training
- November 2008 – Benton Franklin DRC, 22-Hour Family Law Mediation Training Course, Kennewick, WA.

Chapter President, Legislative Activist, Special Consultant
Public School Employees of Washington
1998 to 2005 Richland School District, Maintenance Operations and Transportation Richland, WA.

While employed as a maintenance worker with the Richland School District (1991-2005), I served in a variety of leadership positions within the labor organization, Public School Employees of Washington (PSE). I served as a Chapter President, on the State Bylaws Committee and on the State Legislative Counsel. I also served as a special consultant for PSE, where I assisted other bargaining groups in contract negotiations, chapter operations, and labor relations. I collaborated with PSE staff on contract enforcement, contract negotiations, and grievance procedures. I represented employees in disciplinary and grievance hearings, L&I claims, and many other sensitive and private employee issues. I counseled members on their contractual rights and the best course of action within the parameters of the collective bargaining agreement. These experiences have provided me with the required skills to be successful with a broad range of personality types in accomplishing professional, effective, and cooperative conflict resolution.

Education

Associates Degree of Applied Science (AAS)

- AAS Degree in paralegal studies Columbia Basin College
  Graduated 2009, 3.8 G.P.A.
- 1979-Graduated Hanford High School, Richland, WA

Other Training / Experience

- May 2014 – Children's Justice Conference, Spokane, WA
- May 2013 – Children's Justice Conference, Seattle WA
- May 2012 – Children's Justice Conference, Seattle, WA
- October 2011 - Presenter- Washington State CASA Annual Conference, Spokane WA
- May 2011 - Children's Justice Conference, Seattle, WA.
- April 2010 – Children's Justice Conference, Seattle, WA.
- October 2010 - Presenter- Washington State CASA Annual Conference, Bellevue, WA.
- April 2009 – 19.5 Hour Mandatory RCW 26 Training, Sponsored by Benton / Franklin Family Court Services, Kennewick, WA.
- April 2009 - National CASA Conference, Denver CO.
- February 2009 – Trauma Interventions for Children and their Parents, Sponsored by Benton / Franklin Family Court Services, Kennewick, WA.
- October 2009 – Presenter- Washington State CASA Annual Conference, Spokane, WA.
- December 2008 – Benton Franklin DRC, 40 Hour Mediation Training
- November 2008 – Benton Franklin DRC, 22-Hour Family Law Mediation Training Course, Kennewick, WA.
- October 2008 – Presenter- Washington State CASA Annual Conference, Lynwood, WA.
- April 2008 – Children's Justice Conference, Seattle WA.
- October 2006 – Washington State CASA Annual Conference, Wenatchee, WA..

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Resolutions – Adoption

Key Element:
Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 198-14, Approving Purchase and Sale Agreement with General Services Administration for Stevens Drive Extension Right-of-Way

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	198-14	Resolution

Recommended Motion:
Adopt Resolution No. 198-14, authorizing the City Manager to execute an agreement and closing documents to acquire real property interests for the purpose of extending Stevens Drive from Lee Boulevard to Wellsian Way.

Summary:
The Duportail / Stevens Transportation Corridor Improvement Plan is the highest priority transportation system improvement currently being implemented. In accordance with Council direction, staff has been working since 2007 to advance the Duportail Bridge project to completion. Other important elements of the corridor plan include the Stevens Drive Extension project from Lee Boulevard to Wellsian Way. The 2012 Capital Improvement Plan included funding to acquire street right-of-way (ROW) for the Stevens Drive Extension project.

The City has assembled grant funds from the Washington State Transportation Improvement Board and the Benton-Franklin Council of Governments to fully fund the Stevens Drive Extensions project. City staff have initiated ROW acquisition procedures for the Stevens Drive Extension project. Offers to purchase the property were extended to affected property owners. Those offers are based on fair market value appraisals.

The proposed agreement reflects completion of successful negotiations with USA-General Services Administration (GSA). The USA-GSA has one property affected by the construction. Because of the time involved in negotiating an outright purchase of the right-of-way, the GSA manager suggested the City purchase an access easement. This purchase reflects the purchase of an access easement and a temporary construction easement.

The total amount to be paid to USA-GSA will be $18,000. The compensation values are the same as the fair market value offers extended by the City.

Fiscal Impact: The total cost of this acquisition is estimated at $20,000, including acquisition and closing costs. The total available funds in this project budget are $2,087,253.

Attachments:
1. RES 198-14 USA-GSA
2. USA-GSA Offer to Purchase

RESOLUTION NO. 198-14

A RESOLUTION of the City of Richland authorizing the City Manager to acquire a certain right-of-way easement of the United States of America, acting by and through the Administrator of General Services by negotiated voluntary purchase for the purpose of extending Stevens Drive from Lee Boulevard to Wellsian Way.

WHEREAS, in order to improve mobility, meet current and planned travel demands of the City, and to satisfy the current and future requirements and goals of the City of Richland Comprehensive Plan, it will be necessary for the City to construct new street segments as part of the Duportail / Stevens Drive corridor strategy; and

WHEREAS, the City of Richland has planned and budgeted to extend Stevens Drive from Lee Boulevard to Wellsian Way, referred to as “Stevens Drive South Extension Project,” which is a crucial component of the Duportail / Stevens corridor strategy; and

WHEREAS, in order to complete the Stevens Drive Extension Project, it has been determined that the City of Richland must acquire the property and property rights for the public uses of public travel and public parking; and

WHEREAS, the City of Richland has commissioned appraisals to determine the fair market value of the properties and has negotiated in good faith with the owner of the property authorized to be acquired; and

WHEREAS, the United States of America, acting by and through the Administrator of General Services, has one (1) property affected by the Stevens Drive Extension project and has agreed to a permanent right-of-way easement and temporary easement for right-of-way for construction of the project; and

WHEREAS, the funds necessary to acquire the easements shall be paid by Stevens Drive Extension Project funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager and staff are hereby authorized to sign the purchase agreement and quit claim deed to complete the purchase of the United States of America, acting by and through the Administrator of General Services easement.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of December, 2014.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

OFFER TO PURCHASE:
Access & Utility easement / Right of Way (ROW)
for the Stevens Drive Extension
City of Richland, Benton County, Washington

A cash sale pursuant to the Negotiated Sale provisions of 40 U.S.C. 545(b) (8) and 41 CFR 102-75.880 to 900

1. <u>Subject Property</u>:

The **City of Richland,** a Washington municipal corporation **("Purchaser")** hereby offers to purchase from the United States of America, acting by and through the **Administrator of General Services ("Seller")**, a permanent access & utility Easement/ Right of Way (Parcel 1) for the construction of the Stevens Drive extension and a temporary construction easement, expiring December 31, 2015, (Parcel 2) for use during the construction of the Stevens Drive extension. The easement(s) will encumber a portion of the former railroad right of way, located at 1001 Elliot St, Richland, WA and reported excess by the Department of Energy, (DOE)**,** and further identified as tax parcel # (1-1498-202-0401-002) and assigned **GSA Disposal Control No.9-B-WA-1274.**

Parcel 1 consists of approximately 4,694.28 square feet of land, and Parcel 2 consists of a 10-foot wide strip of land abutting Parcel 1 on permanent ROW **("Property")**. The Property will be conveyed on an "**<u>as is, where is</u>**" basis, without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, all as more particularly described in the attached exhibits (**Exhibit A)** incorporated herein by this reference. This document with Exhibits A-C is referred to hereinafter as the "Offer" or "Offer to Purchase." This Offer, including **"Legal Description" (Exhibit A), "Plat of the Property" (Exhibit B),** and **"General Terms Applicable to Negotiated Sales" (Exhibit C)**, is made on the following terms and conditions.

2. <u>Terms of Purchase and Sale</u>.

2.1. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of Eighteen Thousand Dollars ($18,000), which includes Sixteen Thousand Nine Hundred Dollars ($16,900 rounded) computed on a price of Three Dollars and Sixty Cents ($3.60) per square foot for Four Thousand Six Hundred Ninety-Four and Twenty-Eight Hundredths (4,694.28) square feet of permanent easement property, and One Thousand One Hundred Dollars ($1,100 rounded) computed on a price of Eighty Cents ($0.80) per square foot for One Thousand Three Hundred Eighty-Three and Thirty-Three Hundredths (1,383.33) square feet of property for a temporary easement. The Temporary Easement will expire December 31, 2015

2.1.1. Deposit. Purchaser shall pay the sum of Eighteen Hundred Dollars ($1800), made payable to the order of the U.S. General Services Administration and delivered concurrent with the submission of this Offer, as an earnest money deposit in the form of a cashier's check or wire transfer; and

2.1.2. Balance of Purchase Price. The balance of the Purchase Price shall be deposited with the escrow company, paid by wire transfer with funds to be confirmed as received by Seller on or before the delivery of the deed to Purchaser for recording. Instructions for the wire transfer will be furnished to the Purchaser prior to the sale closing.

2.2. Title Documents.

Upon acceptance of this Offer to Purchase, conveyance of the Seller's interest shall be made by Quitclaim Easement Deed.

2.2.1. Any title evidence which may be desired by the Purchaser will be procured by Purchaser at its sole cost and expense. The Government will, however, cooperate with the Purchaser or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with closing, title matters or survey of the property.

2.2.2 This conveyance is made subject to all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to, the specific easements, reservations, rights and covenants described in this Offer to Purchase, the Quitclaim Deed, and other transfer agreements.

2.3. Closing.

The Purchaser shall, on a mutually agreeable date not later than thirty (30) days after acceptance of the Offer, or within such additional time as may be granted by the Seller, pay the balance of the purchase price by wire transfer. Closing of the transaction contemplated hereby shall be held at the offices of the title company chosen by Purchaser. At the closing:

2.3.1. On or before the date of closing, Purchaser shall deliver to the Escrow Company, Cascade Title Company, the Purchase Price for the Property in the form of wired funds, less the earnest money previously paid.

2.3.2 Upon written confirmation of receipt by Seller of all remaining funds due, the Seller shall deliver (or authorize escrow agent to deliver, if applicable) to Purchaser the Quitclaim Easement Deed, which shall have been duly executed and authenticated by authorized officials of Seller, and which shall be appropriate for recordation in, and to convey title to Purchaser on, the Official Records of Benton County.

2.3.3 Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance*.*

2.3.4 Title. Upon closing of escrow, title to the Property shall be conveyed by Seller to Purchaser by a duly executed Quitclaim Easement Deed.

3.0 Miscellaneous Provisions.

3.1. Delivery of the Quitclaim Easement Deed to the escrow officer by the Seller pursuant to this Offer to Purchase shall be deemed full performance by the Seller of its obligations hereunder with regard to the Property other than any obligations of the Seller under such Quitclaim Deed.

3.2 The Seller advises the Purchaser that the Government is disposing of the entire parcel of land at 1001 Elliot Street, Richland. Conveyance of property will be subject to the City of Richland's Easements.

3.3 During the Contract Period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without written (or email) Notice to Purchaser.

3.4 Seller has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and at the Purchaser's request to provide a copy of the Seller's Disposal Warrant.

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

3.6 The following Exhibits are hereby incorporated by reference.

Exhibit "A" - **Legal Description-Parcel 1 and Parcel 2**
Exhibit "B" - **Plat of Parcels 1 and 2**
Exhibit "C"- **General Terms Applicable to Negotiated Sales**

[*Signature Page to Follow*]

The City of Richland hereby executes this Offer to Purchase.

For the City of Richland

By: ____________________________

Name: Cynthia D. Johnson, ICMA-CM__

Title: Richland City Manager_________

Date: ____________________________

Certificate of Authorization of Purchaser

I, Marcia Hopkins, certify that I am the City Clerk of the City of Richland named as Purchaser herein; that Cynthia D. Johnson who signed this Offer to Purchase on behalf of Purchaser was then the City Manager of the City of Richland; and that said Offer to Purchase was duly signed for and on behalf of said City of Richland by authority of its governing body and the purchase is within the scope of its powers.

____ Date: ___________
(Signature of Certifying Officer)

SEAL

Acceptance of the United States of America

The City of Richland Offer, as set forth in the foregoing "Offer to Purchase," is hereby ACCEPTED by and on behalf of the United States of America this_____ day of _______________, 2014

____

UNITED STATES OF AMERICA
Acting by and through the ADMINISTRATOR
OF GENERAL SERVICES

BY: ______________________________________

I. Blaine Hastings,

TITLE: Manager Real Property Disposal Division
Auburn Field Office

EXHIBIT "A"

LEGAL DESCRIPTION:
A portion of 1001 Elliot Street, Richland, WA or
Tax lot #1- 1498-202-0401-002

ROW / Easement Parcel 1: A portion of the Northwest 1/4 of Section 14, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, further described as follows:

A portion of Lot 2 of Block 401 of the Plat of Richland, as recorded in Volumes 6 & 7 of Plats, records of said County and State, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2 and the **TRUE POINT of BEGINNING**; said point being located at SD-Line Station 26+56.05 at 36.19 feet left, as shown on City of Richland Stevens Drive Extension right-of-way map filed under C3-078, (CRR) City of Richland Records; Thence South 88°21'00" East a distance of 24.13 feet, along the Southerly right-of-way of Elliott Street, and the Northerly line of said Lot 2, (as shown on said Plat); Thence South 89°56'22" East a distance of 64.05 feet to the beginning of a 385.00 foot radius non-tangent curve having a radial bearing of North 57°25'12" West; Thence Southwesterly a distance of 129.68 feet along the arc of said curve, through a central angle of 19°17'59", to a point on the Westerly line of said Lot 2 said point being located at SD-Line Station 25+90.59 at 35.00 feet right, leaving said Southerly right-of-way and Northerly line; Thence North 00°50'37" West a distance of 94.57 feet, leaving said non-tangent curve along said Westerly line of said Lot 2, to a point on the Northerly right-of-way of said proposed Stevens Drive Extension; Thence continuing North 00°50'37" West a distance of 1.77 feet along said Westerly line back to the true point of beginning.
Containing 4,694.28 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "B."**

Together with, a 10.00-foot wide temporary construction easement lying within said Lot 2, described as follows: Said easement adjoining and lying Southeasterly of the Southeasterly proposed right-of-way described above, and Northwesterly of a line drawn parallel with and 45 feet Southeasterly of when measured at right angles to, the SD-line survey of proposed Stevens Drive Extension, and as depicted on the attached **Exhibit "B."**

Said Temporary Construction Easements shall expire on December 31, 2015.

Together with and subject to the easements, covenants, restrictions and reservations of record and in view:

EXHIBIT "B"

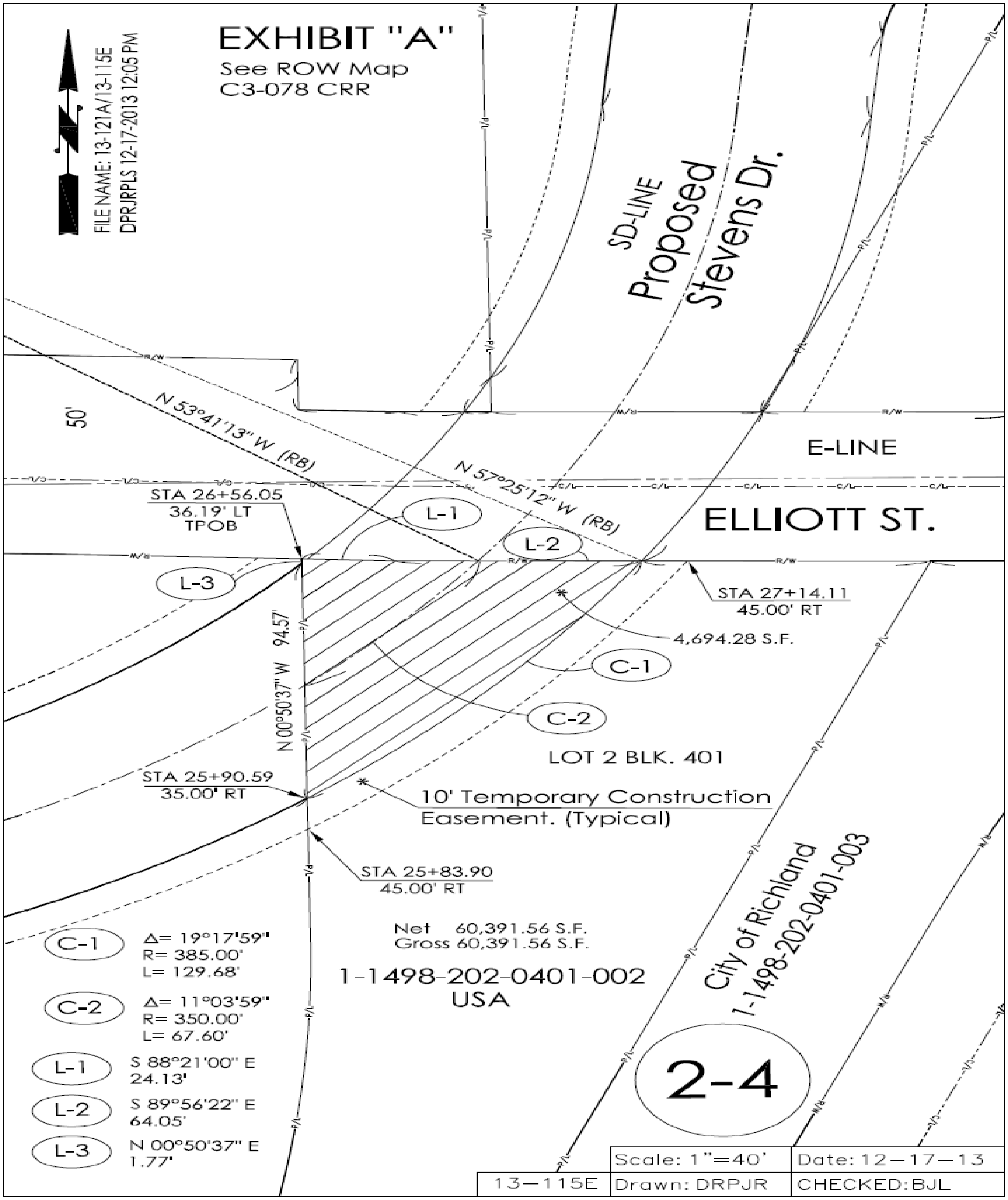


EXHIBIT "A"
See ROW Map
C3-078 CRR
FILE NAME: 13-121A/13-115E
DPRJRPLS 12-17-2013 12:05 PM
SD-LINE
Proposed
Stevens Dr.
50'
N 53°41'13" W (RB)
N 57°25'12" W (RB)
E-LINE
ELLIOTT ST.
STA 26+56.05
36.19' LT
TPOB
L-1
L-2
L-3
STA 27+14.11
45.00' RT
4,694.28 S.F.
C-1
C-2
N 00°50'37" W 94.57'
LOT 2 BLK. 401
STA 25+90.59
35.00' RT
10' Temporary Construction
Easement. (Typical)
STA 25+83.90
45.00' RT
City of Richland
1-1498-202-0401-003
C-1 Δ= 19°17'59" R= 385.00' L= 129.68'
C-2 Δ= 11°03'59" R= 350.00' L= 67.60'
L-1 S 88°21'00" E 24.13'
L-2 S 89°56'22" E 64.05'
L-3 N 00°50'37" E 1.77'
Net 60,391.56 S.F.
Gross 60,391.56 S.F.
1-1498-202-0401-002
USA
2-4
Scale: 1"=40'
Date: 12-17-13
13-115E
Drawn: DRPJR
CHECKED: BJL

EXHIBIT "C"

GENERAL TERMS APPLICABLE TO NEGOTIATED SALES
(Surplus Real Property)

1. CONDITION OF PROPERTY.

The property is offered "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered.

2. DESCRIPTIONS IN OFFER TO PURCHASE.

The descriptions of the property set forth in the Offer to Purchase and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION.

Offerors are invited, urged, and cautioned to inspect the property to be sold prior to submitting an offer. The failure of any offeror to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of an offer after it has been tendered.

4. EARNEST MONEY DEPOSIT.

The offer must be accompanied by an earnest money deposit in the amount required by this Offer to Purchase in the form of a certified check, cashier's check, or postal money order (or as otherwise provided for in this offer) made payable to the order of the General Services Administration. Failure to so provide such earnest money deposit shall require rejection of the offer. Upon acceptance of the offer the deposit shall be applied toward payment of the offeror's obligation to the Government. In the event the offer is rejected, the deposit will be returned, without interest, as promptly as possible after rejection of the offer.

5. CONTINUING OFFER.

The offer shall be deemed to be a firm and continuing offer from the date of receipt until accepted or rejected by the Government: provided, however, that after 90 days have elapsed from the date of receipt, the offeror not having received notice of rejection may consider his offer rejected, and if the Government desires to accept the offer after such 90-day period, the consent of the offeror thereto shall be obtained.

6. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of the offer shall be deemed to have been sufficiently given when telegraphed or mailed to the offeror or his duly authorized representative at the address indicated in the offer.

7. CONTRACT.

These General Terms Applicable to Negotiated Sales, the offer, and the acceptance thereof, shall constitute an agreement between the offeror and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the offeror without consent of the Government, and any assignment transaction without such consent shall be void.

8. REVOCATION OF OFFER AND DEFAULT.

In the event of revocation of the offer prior to acceptance, or in the event of any default by the offeror in the performance of the contract created by such acceptance, the deposit, together with any payments subsequently made on account may be forfeited at the option of the Government, in which event the offeror shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the offer or contract.

9. GOVERNMENT LIABILITY.

If this Offer to Purchase is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

10. OTHER TERMS APPLICABLE TO A SALE.

a. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the offeror shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

b. Any title evidence which may be desired by the offeror will be procured by him at his sole cost and expense. The Government will, however, cooperate with the offeror or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

c. Upon assumption of possession of the property, or conveyance of the property, whichever occurs first, the offeror shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and sums paid, or due to be paid, by the Government in lieu of taxes pursuant to statutory authority shall be prorated.

d. In the event an offer to purchase for cash is accepted and possession of the property is assumed by the offeror prior to the date of conveyance, the offeror shall procure and maintain insurance at his expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government, with companies acceptable to the Government.

e. If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

f. The offeror shall on a mutually agreeable date not later than 30 days after acceptance of the offer, or within such additional time as may be granted by the Government, tender to the Government the balance of the purchase price. The offeror shall be required to effectuate a wire transfer to the Department of the Treasury of the funds due at the sale closing. Instructions for the wire transfer will be furnished to the offeror prior to the sale closing. Upon such tender being made by the offeror, the Government shall deliver to the offeror the instrument, or instruments, of conveyance. In any event, if possession was assumed by the offeror prior to the date of conveyance, the offeror shall pay, in addition to the purchase money due, an amount required under the provisions of the offer.

g. The offeror shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the offeror's expense.

11. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 199-14, approving a Purchase and Sale Agreement with Randall Stephens for a One-Acre Parcel at Horn Rapids Business Center

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	199-14	Resolution

Recommended Motion:
Authorize the City Manager to sign and execute a Purchase and Sale Agreement and all related documents necessary to close the transaction with Randall & Vicki Stephens for the purchase of a one (1) acre site in the Horn Rapids Business Center located at 2260 Robertson Drive.

Summary:
Randall & Vicki Stephens are proposing to purchase a one (1) acre parcel at Horn Rapids Business Center property located at 2260 Robertson Drive, for the construction of a light industrial/commercial warehousing facility with office space and laydown yard. The proposed purchase price is $0.95 per square foot for a total purchase price of approximately $41,382. The proposed purchase price is less than the $1.50 per square foot price established by City Council Resolution No. 35-13, as City staff negotiated with Randall and Vicki Stephens for a reduction in the price as credit for their filling and grading the property, and for extending water and sewer utilities themselves. Costs to the City to complete these tasks would have totaled approximately $32,000 to $35,000. The City will retain a repurchase right in the event Randall and Vicki Stephens do not submit an application for approval of building plans to the City within six (6) months of closing, and if Randall and Vicki Stephens do not begin construction of the warehousing facility within eighteen (18) months of closing. The proposed purchase was reviewed by the Economic Development Committee, who recommended approval of the negotiated reduced purchase price at their November 24, 2014 meeting.

Fiscal Impact: Yes	The Purchaser will pay $41,382 for the one (1) acre portion of Horn Rapids Business Center property located at 2260 Robertson Drive. Net proceeds after payment to Richland Triangle Limited Partnership, repaying for utilities and closing will be put in the City's Industrial Development Fund.

Attachments:
1. RES. NO. 199-14, Stephens PSA
2. Stephens PSA - Draft
3. Stephens - Fiscal Analysis
4. Site Map - HRBC (Stephens PSA)

RESOLUTION NO. 199-14

A RESOLUTION of the City of Richland approving that certain Purchase and Sale Agreement by and between the City of Richland and Randall and Vicki Stephens.

WHEREAS, the City of Richland is the record owner of one (1) acre of city-owned surplus property at 2260 Robertson Drive in the Horn Rapids Business Center; and

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

WHEREAS, the city-owned property is managed by the Economic Development Office and is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, setting prices for city-owned surplus property, the one-acre property located at 2260 Robertson Drive in the Horn Rapids Business Center is available for sale at $1.50 per square foot, for a total purchase price of $65,340; and

WHEREAS, the one-acre property at 2260 Robertson Drive is presently encumbered by a low lying area that is well below the curb line of Robertson Drive that will require additional soil to be imported offsite to prepare the lot for development; and

WHEREAS, at present there are no water or sewer utilities stubbed to the property; and

WHEREAS, city costs to fill and grade the one-acre property, as well as to extend water and sewer utilities, would add approximately $32,000 to $35,000 to the $65,340 purchase price of the one-acre property; and

WHEREAS, Randall and Vicki Stephens have agreed to purchase the one-acre property for a reduced price from the $65,340 as credit for their filling and grading the property and extending the water and sewer utilities to the property; and

WHEREAS, at their November 24, 2014 meeting, the Economic Development Committee provided a positive recommendation to the Council for the sale of the one-acre city-owned surplus property at 2260 Robertson Drive to Randall and Vicki Stephens for a reduced purchase price, negotiated between the $0.90 per square foot offered by Randall and Vicki Stephens, and the $1.00 per square foot offer by the City; and

WHEREAS, City staff and Randall and Vicki Stephens have negotiated and agreed to a purchase price of $0.95 per square foot, for a total purchase price of $41,382; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Richland finds and declares that the one-acre of city-owned surplus property at 2260 Robertson Drive in the Horn Rapids Business Center be sold to Randall and Vicki Stephens at the reduced price of $41,382.00, based on the negotiated and agreed upon price of $0.95 per square foot as credit for Randall and Vicki Stephens filling and grading of the property for development, and for extending water and sewer utilities to the parcel.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of December, 2014.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ___ day of _________, 2014, between **RANDALL F. and VICKI L. STEPHENS** ("Purchasers"), and the **CITY OF RICHLAND**, a Washington municipal corporation, ("Seller").

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

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

(See Exhibit A)

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

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

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

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of forty thousand dollars ($41,382.00) for approximately one (1) acre, and other good and valuable consideration. Purchaser shall pay for all survey costs, prepare all land transfer documents, and complete all legal transaction documents. The actual purchase price will be based off of the final acreage mutually agreed upon by Seller and Purchaser and described in Exhibit A and shown on Exhibit B.

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with Cascade Title ("Title Company") a check in the amount of two thousand five hundred dollars ($2,500.00) in form and content of attached hereto within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice.

Earnest Money Deposit will be returned if Purchaser cannot close on the conditions set in this Agreement. If for any reason, the Purchaser terminated this purchase and sale agreement and items specified in 6.1.6 have been completed, the costs incurred for these services will be deducted from the earnest money deposit.

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

3.1. Executed Contract. The "executed contract" date is the date that both parties have signed the purchase and sale agreement. If the purchase and sale agreement are signed on different days, the "executed contract" date is the most recent date noted. Both Purchaser and Seller must sign this purchase and sale agreement within fifteen (15) business days of approval from the City Council. If signatures are not received by both parties within fifteen (15) business days, this agreement is automatically terminated.

3.2. Legal Description. Seller shall survey the property and develop a legal description for the property and other easements that may be needed for the completion of the project. Said legal description shall be provided to the Purchaser for review. The Purchaser shall have five (5) business days to complete said review and provide comments back to the Purchaser. The accepted legal description shall be attached to this Agreement as Exhibit A, and to all other legal documents necessary to lawfully execute this land transfer.

3.3. Title Review. Within five (5) days after the Acceptance Date, Purchaser, at its sole cost and expense, shall obtain from Cascade Title Company ("Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and furnish same to Seller.

3.4. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2 above. Said due diligence period may be extended an additional ten (10) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological, and any other related issues. Seller will promptly provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. During the Due Diligence period, Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Seller's review. If upon review the Seller determines that the site plans will not meet the standards of the Horn Rapids Master Plan and Development Standards as provided in Exhibit C in Seller's opinion, Seller may, at its option, elect to terminate this Agreement by giving Purchaser written notice of termination prior to the end of the due diligence period.

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

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

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date specified by Seller and communicated in writing to Purchaser. Closing shall occur no later than fifteen (15) business days after the last day of the due diligence period. If closing has not occurred by this date, this agreement will automatically be terminated.

5. Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed. Closing shall record on the deed the Buyers' agreement to develop within the Development Standards described in the Horn Rapids Master Plan (Exhibit C) and this agreement.

6. Covenants, Representations and Warranties.

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

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

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

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the preliminary title report.

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

6.1.5. Seller shall reasonably cooperate with Purchaser to obtain approvals and permits for the development of the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

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

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

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

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

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

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

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

6.3.1. Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken. In the event the purchaser states that it is a corporation or a limited liability company, and this statement is false, the person or person signing on behalf of the company shall be personally liable under this contract. This agreement is contingent upon purchaser obtaining financing sufficient to close within the thirty (30) business days allowed per the Due Diligence period in section 3.4 of this purchase and sale agreement.

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

6.3.3. Purchaser further represents that the property will be developed as a light industrial/commercial warehousing with office space and laydown yard, with required landscaping throughout per the Horn Rapids Master Plan and Development Standards. Deviation from this intended use must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 10.13. This agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of property for said use.

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

7. Casualty and Condemnation.

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

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

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

9. Miscellaneous.

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

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

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

TO SELLER:
City of Richland
Attn: Economic Development
505 Swift Boulevard, P.O. Box 190
Richland, WA 99352
Phone: (509) 942-7583

TO PURCHASER:
Randall Stephens
2360 Eagle Ridge Court
Richland, Washington 99354

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

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

9.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

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

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

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

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

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

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

9.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton

County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

9.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser in anticipation of the development of light industrial/commercial warehousing with office space and laydown yard. If Purchaser fails to submit an application to Seller for approval of building plans within six (6) months of Closing, the Seller reserves the right to reclaim title to this Property. If Purchaser does not initiate construction within eighteen (18) months of Closing, Seller reserves the right to reclaim title to this Property. The Seller shall reclaim this Property by refunding the original Purchase Price of forty thousand dollars ($41,382.00) for approximately one (1) acre of property (the "Purchase Price"), without interest. The Purchaser will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This reversionary right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This reversionary right survives forty-eight (48) months after closing or until such time as building commences, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchasers to any third party within the forty-eight (48) month reversionary period. This reversionary clause shall survive the delivery of the Deed.

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

[*Signature page to follow*]

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

CITY OF RICHLAND – SELLER

______________________ ______

By: Cynthia D. Johnson Date
Its: City Manager

APPROVED AS TO FORM:

______________________ ______

By: Heather Kintzley Date
Its: City Attorney

RANDALL F. and VICKI L. STEPHENS PURCHASERs

Randall F. Stephens 12/5/14

By: Randall F. Stephens Date
Its: Owner

VICKI L. STEPHENS – PURCHASER

Vicki L. Stephens 12/5/14

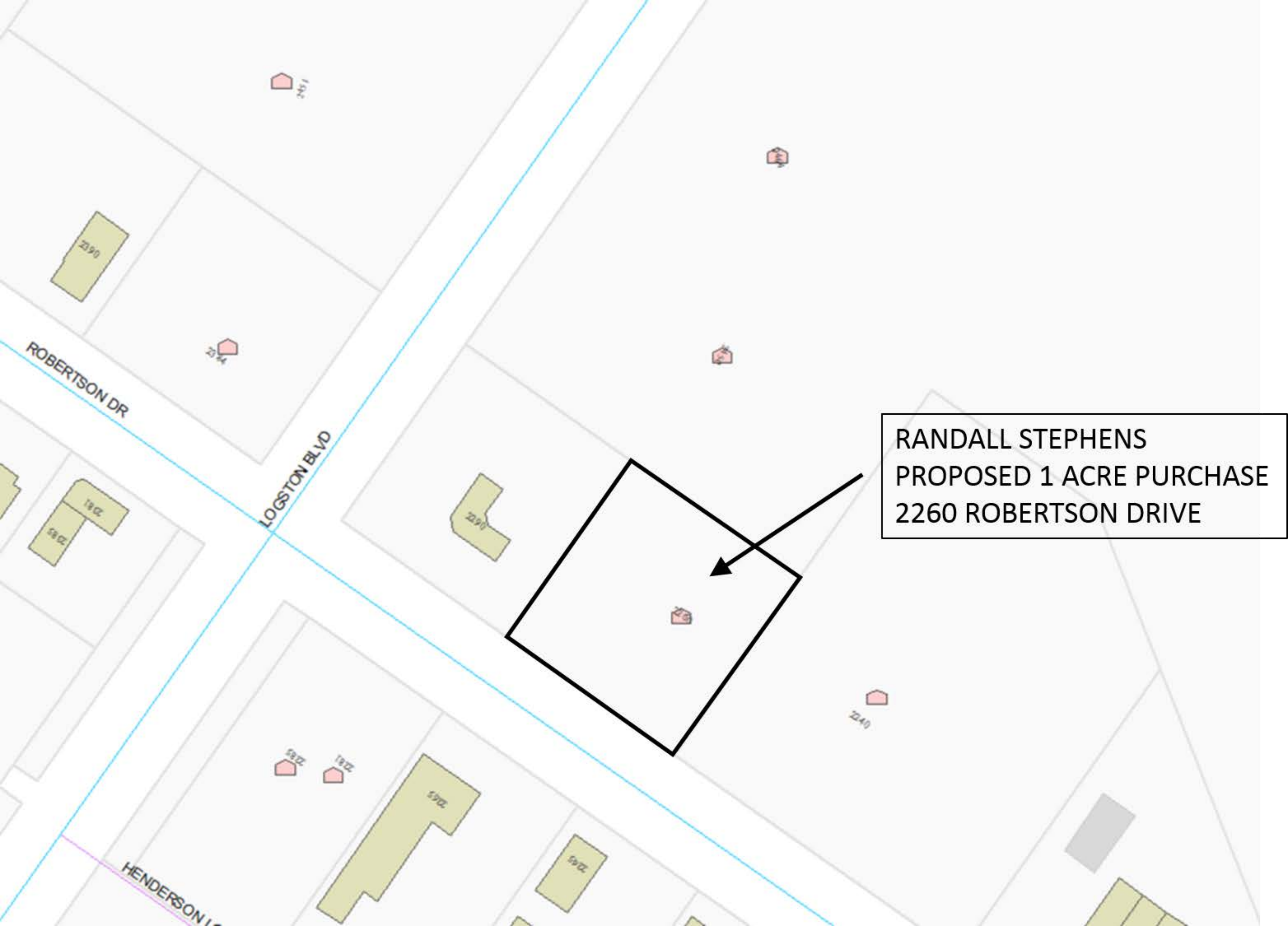
By: Vicki L. Stephens Date
Its: Partner

HORN RAPIDS BUSINESS CENTER - RTLP PROCEEDS ESTIMATE

PURCHASER: RANDALL & VICKI STEPHENS

ACRES	1.00			
SQUARE FEET	43,560.00			
SALE PRICE (PER SQAURE FOOT)	0.95			
GROSS PROCEEDS		$41,382.00		
Less Finder's Fee		$0.00	$0.00	
Access Road (To City)		$0.00	$0.62	(per square foot)
Hold Back for Utility Extension		$3,000.00		
Closing Costs		$750.00		
PROCEEDS		$37,632.00		
City's off top		$2,500.00	$2,500.00	(per acre)
RTLP off top		$1,488.91	$1,500.00	(per acre)
PROCEEDS FOR DIVISION		$33,643.09		
City's Share		$25,232.32	$0.75	
RTLP Share		$8,410.77	$0.25	
CITY'S NET PROCEEDS		$27,732.32		
RTLP'S NET PROCEEDS		$9,899.68		
1988 RECOVERY COSTS				
Electric Fund		$1,916.64	$0.04	(per square foot)
Water Fund		$3,441.24	$0.08	(per square foot)
Sewer Fund		$1,263.24	$0.03	(per square foot)
AMOUNT TO INDUSTRIAL DEVELOPMENT FUND		$21,111.20		

Logston Blvd
Robertson Dr
Robertson Dr
RANDALL STEPHENS
PROPOSED 1 ACRE PURCHASE
2260 ROBERTSON DRIVE


RANDALL STEPHENS
PROPOSED 1 ACRE PURCHASE
2260 ROBERTSON DRIVE
ROBERTSON DR
LOGSTON BLVD
2240

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014 | Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Resolution No. 200-14, Approving the Compensation Plan for Unaffiliated Employees - 2015 and Continuing

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services	200-14	Resolution

Recommended Motion:
Adopt Resolution No. 200-14, approving the Compensation Plan for Unaffiliated Employees - 2015 and Continuing.

Summary:
The City provided unaffiliated staff (non-represented employees) the opportunity to review and provide feedback to the City's proposed modifications to the Compensation Plan - 2015 and Continuing, in accordance with the Richland Municipal Code (RMC). The proposed modifications consist primarily of changes to the City's Health Plan and Post Employment / Retiree Medical Plan beginning in 2016. The Affordable Care Act compliance is resulting in the need for the City to amend some terminology used in the Compensation Plan and in the RMC. Changes proposed to the RMC terminology will be presented at a later date. The proposed Compensation Plan - 2015 and Continuing, allows for annual wage increases based on performance and pay range adjustments of 1.75%. The adjustment to pay ranges is based on salary survey data and CPI information. Increases will be effective the first pay period of the 2015 payroll year.

Fiscal Impact:
Yes — The fiscal impact for the employee compensation is included and approved in the 2015 budget.

Attachments:
1. Proposed Resolution No. 200-14
2. Proposed Compensation Plan for Unaffiliated Employees - 2015 and Continuing

RESOLUTION NO. 200-14

A RESOLUTION of the City of Richland implementing the Compensation Plan for Unaffiliated Employees - 2015 and Continuing, and making the appropriate budget adjustments related thereto.

WHEREAS, the Richland City Council is desirous of attracting and retaining qualified employees into its unaffiliated ranks; and

WHEREAS, amendments to the pay, classification and benefit plan are warranted based on external market and internal conditions, and include pay range adjustments of 1.75% effective beginning the first pay period of 2015 payroll year; and

WHEREAS, Richland Municipal Code (RMC) 2.28 provides for regular review and adoption of the City of Richland Compensation Plan for Unaffiliated Employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the Compensation Plan for Unaffiliated Employees - 2015 and Continuing is hereby adopted; and authorizes the appropriate budget adjustments.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of December, 2014.

DAVID W. ROSE
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

CITY OF RICHLAND

COMPENSATION PLAN FOR UNAFFILIATED EMPLOYEES

2015 and Continuing

Adopted by Resolution No. 200-14
December 16, 2014

Richland
Washington

Table of Contents

Article I. Introduction

As outlined in Chapter 2.28 of the Richland Municipal Code (RMC), this Plan serves to document and govern the wages, hours and conditions of employment for unaffiliated staff. This Plan shall be amended from time to time as desired by the City Manager or Council. It is understood that the City Manager maintains broad discretion in administering this plan and implementing subordinate policies and procedures required under this plan, by law or regulation, or to ensure the safe, efficient and professional operation of the City. These rules are subordinate to Chapter 2.28 Title 2 of the RMC, and where conflicts exist, the RMC shall prevail.

Article II. Term

This Plan is adopted by Resolution No. 200-14, and shall carryover and remain in effect until such time it is amended by the City Council. This Plan shall be reviewed, but not necessarily amended, at least every four years.

Article III. Covered Classifications, Definitions and Employment Status

Section 3.01 <u>Covered Classifications</u>
Exhibit 'A' enumerates the classifications covered by this plan. All classifications have a title, classification status, EEO-4 group status, Fair Labor Standards Act (FLSA) exemption status, and pay grade. Except Special Appointees, all employees must be associated with a:

a) Classification (i.e. position title) as enumerated in Exhibit 'A' and
b) Position control number which enables accurate tracking and alignment with budget.

Classification Status is either classified or unclassified as defined by Chapter 2.28 of the RMC. EEO-4 Group Status defines the type of work a classification is responsible for performing as defined in the EEO-4 report, and is categorized as Officials and Administrators, Professionals, Technicians, Protective Service Workers, Paraprofessionals, Administrative Support, Skilled Craft Workers, or Service Maintenance. FLSA status is Exempt (Executive, Administrative, or Professional), or Nonexempt as outlined by Federal law. Pay Grade denotes the pay grade and associated minimum, midpoint and maximum, which is assigned to the classification.

The City Manager may add to, delete from or modify this list of classification titles and make changes to Group Status, FLSA status, and Pay Grade, as the needs of the City dictate, provided however, that such changes are within the City-wide budget approved by the City Council. Such amendments shall be ratified by the City Council as a part of the annual budget process or mid-year budget amendment process, or when this plan is amended from time to time.

Section 3.02 Employment Status

All employees of the City are categorized under an employment status which determines the length of service, hours scheduled, and benefit eligibility. Employment status categories include:

Section 3.03 Regular Employment Categories

a) **Full-time – 40 Hours.** At time of hire or change in job classification, employee is reasonably expected to work, on average, 40 or more hours per week; employment is anticipated to be ongoing.

b) **Full-time – 30 Hours.** At time of hire or change in job classification, employee is reasonably expected to work, on average, at least 30 but less than 40 or more hours per week; employment is anticipated to be ongoing.

c) **Part-time.** At time of hire or change in job classification, employee is reasonably expected to work, on average, less than 30 hours per week. For administrative purposes, the City shall typically target no greater than a 28 hour per week average; employment is anticipated to be ongoing.

Section 3.04 Contingent Employment Categories

a) **Variable-Hour (Intermittent).** At the time of hire or change in job classification, the City cannot reasonably determine whether employee will or will not average 30 or more hours per week. Normally a Variable Hour/Intermittent employee will not exceed an average of 17 hours per week. For administrative purposes, the City shall ensure no greater than a 28 hour per week average. Employment is not guaranteed for any length of time or hours per week.

b) **Seasonal Temporary – 6 months.** At time of hire or change in job classification, employee is hired or re-hired into a position for which the customary annual employment is approximately six months or less, beginning in approximately the same season of each calendar year. Seasonal employees are subject to a mandatory annual break in service of approximately six continuous months. Employment is not guaranteed for any length of time or hours per week.

c) **Temporary – 6 months.** At time of hire or change in job classification, employee is hired or re-hired into a position for which the employment is non-seasonal and is no more than 6 months. Employment is not guaranteed for any length of time or hours per week.

d) **Temporary – 8 months.** At time of hire or change in job classification, employee is hired or re-hired into a position for which the employment is more than six months but no more than 8 months. Employment is not guaranteed for any length of time or hours per week.

e) **Limited Term – Up to 2 Years.** At time of hire or change in job classification, employee is hired or re-hired into a position for which the employment is expected to be more than eight months but no more than two years. Employment is not guaranteed for any length of time or hours per week.

f) **Provisional –** Provisional employees are hired for 4 months or less when staffing needs are urgent. The hiring of Provisional employees does not require a certification list. Employment is not guaranteed for any length of time or hours per week.

g) **Special Appointee** – When an employee is hired or assigned and there is no applicable job classification pertaining to the assignment, the employee is in a Special Appointee status. The length of the assignment of a Special Appointee is subject to City Manager approval. Employment is not guaranteed for any length of time or hours per week.

Article IV. Performance Management Process

Section 4.01 **Performance Assessment System (PAS)**
The City utilizes a Performance Assessment System (PAS) to manage employee performance and results. Under the PAS, the City utilizes performance management software for regular evaluations, referred to as the Performance Evaluation (PE).

(a) **Competency-based and Goal-based Performance Management Model**
The PAS includes both competency-based and goal-based components of the performance management model. Combined, employees are evaluated both on *what* work is completed and *how* it is accomplished. Goals define specific work projects or deliverables which are derived from strategic and operational priorities. These define “what” work is to be completed within the performance model. The competencies define the behavioral expectations of employees at four levels within the organization: 1) Foundational; 2) Supervisory; 3) Managerial; and 4) Executive. These competencies, combined with the City’s Shared Values, define expectations for employee behavior, or the “how” the work is to be completed within the performance model.

(b) **Performance Ratings**

The PAS performance ratings are defined as follows:

Exceptional — This rating should be interpreted as a job that goes "above and beyond". It is appropriate for employees who have achieved and exceeded expectations on their goals, competencies and the City's Shared Values. This rating means that performance expectations have been exceeded on a consistent basis.

Successful — This rating should be interpreted as a "job well done". It is appropriate for employees who have achieved the expectations on their goals, competencies and the City's Shared Values. This rating means that performance expectations have been met on a consistent basis.

Needs Improvement — This rating is intended to focus the employee's attention on improving or changing performance on their goals, competencies and/or the City's Shared Values. A rating of Needs Improvement means that expectations were not achieved as expected.

Overall Performance Rating After individual components of employee performance are rated, the supervisor / manager provides an Overall Rating, utilizing the above rating categories. A Performance Improvement Plan (PIP) is required for an overall year-end performance rating of Needs Improvement. PIPs may also be used for individual goal or competency ratings of Needs Improvement.

(c) **Employee Participation in PAS**

All full-time 40, full-time 30, and part-time unaffiliated employees shall participate in the PAS process for the year provided their first day of work as an unaffiliated employee commences prior to July 1 of that year. Employees hired July 1 or later of each year do not participate in the PAS process for their initial year. However, these employees are eligible to participate in following years, and, with Department Director and City Manager approval, may receive up to a two percent (2%) salary increase for "exceptional" during his / her initial probationary period or first six-months.

Intermittent and temporary unaffiliated employees are not eligible to participate in the full PAS process; however, performance feedback sessions will be conducted by supervisors. Intermittent and temporary unaffiliated staff having worked for the City for a minimum of twelve (12) months may be eligible for an annual salary increase. The annual increase is to be determined by the City Manager and is subject to available funds.

(d) **Performance Based Salary Adjustments**

The performance-based salary adjustments shall be effective the first payroll period of the payroll year following the performance measurement period, subject to available funds.

PAS salary adjustments will be prepared by Directors.. The City Manager has the authority to amend the salary adjustments annually to ensure budget compliance and to meet the needs of the City.

The City Manager may issue one-time performance awards for exceptional performance on a major project, assignment, or accomplishment, subject to available funds. A request/approval form for performance awards must be submitted by the Department Director to the Human Resources Director for City Manager approval.

(e) **Pay Structure**

This pay structure entails a Pay Grade, each with a designated Minimum, Midpoint and Maximum as defined below:

Pay Grade	A common pay range which includes a Minimum, Midpoint, and Maximum which may be assigned to many classifications.
Pay Range Minimum	The lowest base pay rate payable to an employee. The Minimum is 80% of the Midpoint.
Pay Range Midpoint	The area of the range that typically represents the prevailing market pay level for a job. The Midpoint is tied to market for like classifications.
Pay Range Maximum	The highest level of base pay an employee can receive in a given job. Employees shall not exceed the Pay Range Maximum. The Maximum is 120% of the Midpoint.
Base Pay	The point within the Pay Range assigned to an employee, exclusive of any one-time performance award. All movement within the range is calculated on Base Pay.

(f) **Pay Range Adjustments**

Pay range adjustments will be made periodically. These adjustments will be based on multiple factors, such as market movement and cost of living, with due regard to ranges of pay for other classes, relative difficulty in responsibility of positions in the class, availability of employees in particular occupational categories, prevailing rates of pay for similar employment in private establishments in the Richland area, rates of pay in other jurisdictions, the financial policies of the City, and other economic considerations.

When the range is adjusted for a classification the employee's base pay stays at the same pay rate, except that he or she must be paid at least the minimum of the range.

(g) **Placement in Range Upon Hire**

The City's compensation system provides that employees are hired at a market-competitive rate which will suffice until they are eligible to participate in the annual PAS process. Employees may be hired at above minimum based on exceptional qualifications, or experience. Hiring above the minimum is subject to the approval of the Human Resources Director. When hiring above the midpoint is recommended by a Department Director, it is subject to the approval of the City Manager, in consultation with Human Resources Director.

(h) **Progression Through the Range**

Employees are able to progress through the range based on performance as documented via annual performance assessments.

(i) **Appeals**

Utilizing their regular reporting structure, employees may appeal performance assessments or the specific salary increase associated with that assessment up to their respective Department Director. Employees not satisfied with the resolution may then appeal to the Human Resources Director or City Manager.

(j) **Position Change**

When an employee is transferred, promoted, demoted, reinstated, rehired or reclassified, the rate of pay for the new position will be as follows:

(1) **Lateral (same grade) Transfers.** An employee will transfer at the same rate of pay when laterally transferred to another position in the same grade. Exceptions may be approved by the City Manager.

(2) **Promotion/Reclassification.** An employee who is promoted or reclassified shall receive at least the minimum of the new pay grade. Promoted employees may receive a salary increase, generally four percent (4 %), but not to exceed the maximum salary of the new grade. Increases which move the base pay of the employee in the new pay grade above the midpoint are subject to City Manager approval, in consultation with the Human Resources Director.

(3) **Demotion.** An employee who is demoted (voluntary or involuntary) shall be placed at a salary level deemed appropriate by the Human Resources Director and the Department Director.

(4) **Reinstatement.** An employee who is reinstated to his/her position, after an authorized leave of absence, or suspension or layoff, shall be paid at the same salary – not to exceed the maximum in the grade for the class that the employee was receiving at the time of the leave of absence, suspension or layoff unless an increase is otherwise required by separate policy.

(5) **Rehire.** An employee who has resigned from a position in the city service and is subsequently rehired shall be paid in accordance with the rules governing original appointments to a position in the City's service.

(6) **Temporary/Acting Assignments and Additional Duties.** With the approval of the Department Director and Human Resources Director, employees performing significant additional duties or responsibilities in addition to their own classification, or those serving full-time in an acting capacity or temporarily in a higher capacity (at least one grade) due to the absence of another employee, may be eligible for temporary additional pay. Such assignments are generally only considered prospectively after the employee has performed the job for two (2) consecutive weeks. The employee must substantially fulfill essential responsibilities, as determined by the Department Director, to qualify for the additional pay. Temporary/Acting Assignment or Additional Duty pay shall be five percent (- (5%) or the minimum of the higher grade. At no time will an employee be placed higher than the maximum of the grade for the temporary/acting assignment.

Article V. Probationary Period

Except as noted below, all original and promotional appointments for full-time 40, full-time 30 and part-time employees shall be tentative and require a probationary period of at least six (6) months (one thousand forty (1040) work hours, not to exceed twelve (12) months total), during which time the employee's work shall be closely observed in order to determine the employee's qualifications for regular appointment. Employees voluntarily transferring to the same or lower level classification within a different department shall be subject to a new probationary period. The immediate supervisor, manager or director shall make a periodic written performance assessment during the probationary period as required to fully and fairly evaluate satisfactory performance for eligibility for regular employment. Upon successful completion of an initial (first-time) City probationary period, the employee will be eligible to apply for internal job opportunities.

The Department Director may terminate a probationary employee at any time during the probationary period with approval by the City Manager.

Employees with a status of Unclassified who were hired on or after July 1, 1999 are considered “at will” and not subject to these provisions. Unclassified employees subject to civil service protections (i.e. Police Captain and Fire and Emergency Services Chief), and hired after July 1, 1999 are “at will” to the extent permissible by law.

Article VI. Hours of Work and Working Schedules

For all nonexempt employees covered by this Plan, the regular work schedule shall involve service of eight (8) hour days, five (5) days per week, total not to exceed forty (40) hours per week without authorization. Subject to such forty (40) hour per week maximum, Department Directors may vary work schedules within their respective departments upon a determination that a change would increase the efficiency and effectiveness of overall City services. Exempt and nonexempt classified employees may be required to attend work on specific schedules to achieve operational and service needs.

Section 6.01 Unclassified Employees

The provisions related to working schedules shall not apply to the City Manager, Assistant City Manager, Department Directors, Directors, Division Managers, and all other unclassified positions. Due to the particular nature of their respective offices and employments which require varying schedules in the performance of their respective services and duties, such unclassified personnel adapt themselves, their schedules and their services as conditions may arise.

Section 6.02 Departure from Schedules in Emergencies

The City Council by resolution, or the City Manager by administrative order, may authorize departure from the working schedules provided in this section for such periods of time as necessary in emergency situations. The Department Directors, in consultation with the City Manager, shall designate modified work schedules for the employees over whom they have jurisdiction, including those persons classified as exempt or nonexempt.

Article VII. Overtime

Section 7.01 Definition of Terms

(a) **Overtime**

For full-time nonexempt employees, overtime shall be considered hours worked in excess of employee's scheduled forty (40) hour work week (holiday, sick, paid time off and compensatory time off are to be considered as hours worked for purposes of overtime calculation).

(b) **Call back**

Time worked when a nonexempt employee has left work or is on the employee's day off and is called back to work by the employee's supervisor or an authorized agent.

(c) **Compensatory Time (comp time)**

Paid time off to reimburse a nonexempt employee for time worked in lieu of overtime pay.

(d) **Standby**

Off-duty time when a nonexempt employee is 'engaged to wait' at the direction of the employer.

Section 7.02 Overtime Pay - Nonexempt

(a) **Time and One-half Rate**

For nonexempt employees, one and one-half (1 1/2) times the employee's fixed rate of hourly pay times the number of overtime hours worked yields the amount of overtime pay earned at this rate. Time and one-half will be paid for hours in excess of employee's scheduled forty (40) hour work week as defined in Section 7.01(a).

Note: In extraordinary cases, the City Manager may approve straight time or lump sum payments to exempt employees when they are required to work additional hours beyond their regular work assignment.

(b) **Administration**

Overtime worked, as designated and approved by the appropriate authority, will be accrued in tenths of hours (each tenth equals six (6) minutes). Employees working in nonexempt job classifications may choose between compensation (pay) or compensatory leave for overtime worked. Compensatory leave will be subject to the following:

(1) Leave is earned at a time and one-half rate.
(2) Leave may be accrued to a maximum of eighty (80) hours.
(3) Leave to be taken must be done so with supervisory approval, following the normal department time off request process established by the employee's director, manager or supervisor.

(c) **Call Back**
When a nonexempt employee is called back to duty after completion of a normal work schedule or is on a day off, the employee shall be guaranteed a minimum of one and one-half hours of overtime, whether worked or not, beginning with the time of arrival on the job. All time worked over one and one-half hours on call-back assignment shall be compensated at the appropriate overtime rate of time and one-half except if the conditions specified above are applicable, and accrued in increments of one-tenth hours (six (6) minutes).

(d) **Meals**
The Director may allow reimbursement for or the direct payment of the cost of meals eaten by employees who have worked at least four (4) hours overtime.

(e) **Standby Pay**
In those cases where it is necessary to ensure continued operation of essential services, the City Manager may authorize incumbents of certain essential classified positions to standby during off-duty hours for immediate return to work. Standby shall normally be for a seven-day (7) period. Compensation for such standby time shall be thirty percent (30%) of the base annual salary afforded the classified position of the incumbent standing, divided by fifty-two (52). In those special cases where standby is less than seven (7) days, a pro rata compensation shall be computed and paid.

Section 7.03 Administrative Leave
Employees in job classifications that are exempt from overtime under FLSA regulations, are eligible for Administrative Leave. Administrative Leave does not compensate employees on an hour-for-hour basis. Accordingly, exempt employees do not accrue a balance of Administrative Leave. Administrative Leave is not compensated upon separation of employment. Use of Administrative Leave is to be approved by an individual's supervisor.

Article VIII. Reduction in Force / Reduction of Hours
An employee may be laid off or have hours reduced due to lack of work, lack of funding or reorganization. An employee who is to be laid off or hours reduced will be given at least fourteen (14) calendar days' notice in advance. Payment in lieu of notice shall satisfy this requirement.

In determining which employees shall be laid off or have hours reduced (when more than one employee holds the classification), the Director shall give consideration to the employee's job function, documented records of the employee's performance, length of service in the job classification and total length of service with the City. The City Manager shall approve any lay off or reduction of hours. The name of any employee laid off from the City's service shall be placed on a recall list maintained by Human Resources, in order of continuous service, and retained for a period of ninety (90) days.

Employees on a recall list shall be notified of the opportunity for recall when vacancies arise in the same or substantially similar classification occupied prior to lay off. Consideration for recall will be based on knowledge, skills, abilities, experience and job performance, not ranking on the list. Should those criteria be equal, the employee with the most total length of service with the City will be recalled. Should the employee refuse the opportunity for recall, their name shall be removed from the recall list.

Nothing in this section shall limit the City's ability to demote or utilize other means of responding to issues related to lack of work, reorganization, or lack of funds.

Article IX. Insurance and Benefits

As described herein, the City shall, subject to the availability of funds, maintain certain coverages as a part of employee benefits, dependent on employment status. Coverage generally begins the first of the month following the employee's date of hire. The exact terms of coverage are outlined in the respective plan documents, and are available through the Human Resources Office. **Unless otherwise specifically stated, all benefits in this Comprehensive Plan (life insurance, PTP, etc.) pertain only to Full-time-40 Hour employees.**

Eligibility for Primary or Essential Health Plans

Full-time – 40 Hours. Full-time 40 hour employees are eligible for the City's Primary health coverage and will be enrolled in this health coverage as specified in the Plan documents. In no event shall the date of enrollment be later than 30 days following the date of hire or the date of change in job classification.

Full-time – 30 Hours. Full-time 30 hour employees are eligible for the City's Essential Plan health coverage (and other benefits as specified in this Compensation Plan or other City policies) and will be enrolled in health coverage as specified in the Essential Plan. In no event shall the date of enrollment be later than 90 days following the date of hire or the date of change in job classification.

Part-time. Part-time employees are subject to monthly and annual hours limitations and are generally not eligible for health coverage. If a part-time employee averages 30 or more hours per week during a measurement period, the employee will be deemed a Full-time 30 employee, eligible for health coverage as specified in the Essential Plan during a subsequent stability period.

Variable-Hour (Intermittent). Variable Hour/Intermittent employees are generally not eligible for health coverage. If a variable-hour employee averages 30 or more hours per week during a measurement period, the employee will be deemed a full-time 30 employee, eligible for health coverage as specified in the Essential Plan during a subsequent stability period.

Seasonal Temporary – 6 months. Seasonal employees are not eligible for health coverage.

Temporary – 6 months. Temporary 6 month employees are not eligible for health coverage.

Temporary – 8 months. Temporary 8 month employees are eligible for the City's Essential Plan health coverage and will be enrolled in health coverage as specified in the Essential Plan. In no event shall the date of enrollment be later than 90 days following the date of hire or the date of change in job classification.

Limited Term – Up to 2 Years. Limited Term employees are eligible for the City's Essential Plan health coverage and will be enrolled in health coverage as specified in the Essential Plan. In no event shall the date of enrollment be later than 90 days following the date of hire or the date of placement in a Limited Term job classification (which is expected to last more than 8 months).

Provisional – Up to 4 Months. Provisional employees are not eligible for health coverage, unless and until the Provisional employee is later hired into an eligible status.

Special Appointee. Special Appointee employees shall be entitled to Essential health benefits if and when the assignment is reasonably expected to meet the criteria for eligibility.

Section 9.01 Full-time 40 Hour Employees – Primary Health Coverage

For Full-time 40 hour employees, the City shall contribute a percentage per month to the monthly premium for the City-sponsored Primary health plan. The Primary plan is a Preferred Provider Organization Plus (PPO+). The plan shall provide coverage for the employee and his or her eligible dependents. Employees may not opt out of health coverage, but dependents may be enrolled at the employee's option.

Employees will contribute the following percentages and the City shall contribute the balance percentages per month towards the employee and dependent health care premiums, based on the tier elected. The monthly employee premium contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

Employee's Elected Tier*	2015	2016	2017 (continuing until amended)
Employee Only	10%	11%	12%
Employee & Spouse	10%	11%	12%
Employee & Child /Children	10%	11%	12%
Employee, Spouse & Child /Children	10%	11%	12%

**See Annual (issued by Calendar Year) Benefit Rate Sheet for actual rates and employee contributions.*

Effective January 1, 2016, the PPO+ deductible will be $500 Individual/$1500 Family, and the Office/Specialty Co-pay will be $20. The City may choose to implement additional health plan options or modify the existing plan design. Employees selecting a plan with a higher premium than the PPO+ plan shall be required to pay any additional premium.

Section 9.02 Essential Plan Health Coverage

The City shall provide an Essential Health Plan which meets the requirements for qualified health coverage. Employees eligible for the City's Essential Plan Health Coverage (eligibility specified above) will contribute 50% of the premium when the employee chooses to enroll in the Plan (the employee may opt out of all coverage under the Essential health plan). Employees enrolled in the Plan may also enroll one or more eligible children in the Plan, and shall pay 50% of the premium for each child enrolled. Employees enrolled in the Plan may also enroll a spouse or domestic partner in the plan, and the employee shall pay the full premium.

Section 9.03 Dental

The City will pay for a plan which covers full-time 40 hour employees and all of his or her eligible dependents. Coverage for dental shall be equivalent to the tier elected for medical coverage.

Section 9.04 Vision
The City will pay for a plan which covers full-time 40 hour employees and all of his or her eligible dependents. Coverage for vision shall be equivalent to the tier elected for medical coverage.

Section 9.05 Long Term Disability
The City will pay the entire premium for a Long Term Disability policy for full-time 40 hour employees. The policy shall have an elimination period of 90 days.

Section 9.06 Life and Accidental Death & Dismemberment (AD&D)
The City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annualized base salary for full-time 40 hour employees. The City will pay the entire premium for this coverage.

The AD&D policy covers serious injuries and death resulting from an accident which occurs during a business trip.

Section 9.07 Retirement
Employees covered by this plan shall be subject to the retirement system appropriate to their employment classification and status as provided for by Washington State law.

Section 9.08 Deferred Compensation
In accordance with the City's plan document and limitations of federal law, full-time 40 hour, full-time 30 hour, and part-time employees are eligible to voluntarily participate in the City-designated Internal Revenue Code (IRC) section 457 plan or, at initial eligibility only, the City's IRC section 401(a) plan.

For eligible unaffiliated employees, the City will match an employee's contribution up to four percent (4%) of base pay into either the 457 or 401 (a) plans.

In lieu of a one-to-one match, the employee may elect to contribute on a two-to-one basis to the 457 plan; for example, employee may elect to contribute only two percent (2%) to receive the maximum City contribution of four percent (4%). This option is not applicable to the 401 (a) plan due to the irrevocable election required under the plan.

In addition to the City's matching contribution to the above plans, the City shall provide certain Unaffiliated job classifications additional deferred compensation contributions into the City's 401(a) plan (not subject to employee match) between 1% and 4%, as specified in Exhibit A.

Section 9.09 Post-Employment/Retiree Medical Plan & Retirement Health Savings (RHS) Plan
The City provides various retirement benefits to Unaffiliated full-time 40 hour employees.

a) **Employees hired January 1, 2013 or later.** The Post Employment Health / Retiree Medical Plan put into place for regular full-time (40 hour) employees on January 1, 2003 no longer accepts enrollment for new full-time 40 hour employees hired on or after January 1, 2013. In lieu of eligibility in the Post Employment Health / Retiree Medical Plan, a contribution of one percent (1%) of base salary will be made each payroll period to a City Retirement Health Savings (RHS) Account by both the City and the employee hired on or after January 1, 2013 into a full-time 40 hour status, or who later becomes eligible for full-time 40 hour status.

b) **Buy-Out Option - Incumbent employees as of December 31, 2012 Who Previously Chose to Remain in Post-Employment Health / Retiree Medical (PEHRM) Plan**. Employees who previously chose to remain in the PEHRM, and who remain enrolled as of December 31, 2015 (those who did not chose to opt out of PEHRM during prior Opt Out options) will have a new option of remaining eligible for the PEHRM plan or choosing to terminate their eligibility and participate in a buy-out ("opt-out") program established on the years of service since January 1, 2003 prior to their decision to relinquish future eligibility. The one-time opt-out payment will be contributed to the employee's RHS account. Additionally, for those electing the opt-out during 2015 or in a prior offering, a City contribution of one percent (1%) of base salary and an employee contribution of one-half percent (0.5%) of base salary will be made each payroll period to the employee's RHS account. This opt-out option will be available to employees only during the 2015 open enrollment period for 2016 benefit plan year. Once an employee chooses the opt-out option, it is an irrevocable decision.

c) **Employees remaining eligible for Post-Employment Health / Retiree Medical (PEHRM) Plan.** The City will continue to contribute to the Post Employment / Retiree funding program. The employee will continue to contribute 1% of base salary into his/her RHS account while still an employee and eligible for the Post Employment Health / Retiree Plan. The employee and City will share equally in monthly tiered premiums upon employee's enrollment in the Post Employment / Retiree Medical Plan. Retirees enrolling on or after January 1, 2013 shall contribute 50% of the PPO 5 Comp Plan premium established by the City for the tier elected by the retiree.

   (1) **Grandfather Provision:** Retirees who are grandfathered by enrolling in the PPO 5 Comp Plan prior to January 1, 2013 will pay 50% of the composite rate for the plan (not a tiered rate).

Section 9.10 IRC Section 125 Flexible Spending Account
Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program when offered by the City. The City will pay the administrative fee.

Section 9.11 Optional Coverages
Eligible employees may voluntarily contribute to and participate in other optional benefits offered by the City. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits at any time.

Article X. Leaves

Section 10.01 Paid Time Off and Extended Sick Leave Program
Effective January 1, 2001, Paid Time Off (PTO) and Extended Sick Leave (ESL) were provided to regular full-time and part-time employees. Effective January 1, 2015, the titles of eligible categories changed to full-time 40, full-time 30 and part-time. No other employment statuses are eligible for PTO or ESL accrual.

Grandfather Provision: Employees in statuses other than full-time 40, full-time 30 and part-time who are employed on January 1, 2015 and who had been receiving PTO and/or ESL accrual prior to January 1, 2015 shall continue to receive such accrual(s) on the same basis, while continuously employed.

(a) **Paid Time Off (PTO)**
The purpose of PTO is to compensate employees for absences due to injury, illness, vacation and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

The PTO accrual rates are stated below. Refer to Section 10.03 for Holiday Leave.

(i) **Full-time 40, Accrual Rate**

Years of Continuous Service	Maximum Hours Per Month
0 months through 6 months	13.33 hours per month
6 months through 9 years	20.33 hours per month
10 years through 15 years	22.33 hours per month
16 years through 20 years	24.33 hours per month
Over 20 years	26.33 hours per month

Employees covered by the LEOFF I pension system shall be eligible for the above PTO accrual, less six (6) hours per month per category. For example, an employee covered by the LEOFF I pension system with over twenty (20) years of service with the City shall be eligible for 20.33 hours of PTO accrual per month.

(ii) **Accumulation Limit**
Accumulation of PTO shall be limited to 500 hours for PERS I employees and 800 hours for all other employees. Employees will be responsible for ensuring that they do not exceed the 500/800-hour limit by December 31 of each year. Any balances in excess of 500/800 hours will be reduced to 500/800 hours at that time.

(iii) **Pro-ration**
The accrual rate for full-time 30 and part-time statuses is prorated based upon the position's scheduled (i.e. budgeted) hours.

(iv) **Authorized Uses**
Use of PTO is either Scheduled or Unscheduled (see definitions below). Leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action. When use of PTO for unexcused absences occurs, it does not indicate approval of the absence itself.

(1) **Scheduled**
Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least five (5) work days in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the Director or Manager. Depending on the workload of the unit, the supervisor may waive all or part of the five (5) work day notice requirement. Obtaining prior approval constitutes scheduled leave.

(2) **Unscheduled**
Unscheduled uses of PTO must be compelling and of an emergency/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

An employee who is unable to report to work due to an unscheduled absence must contact their supervisor in accordance with department/division policy, or absent such a policy, within two (2) hours of the beginning of their scheduled work shift.

With the exception of HR-approved medical leaves (Family Medical Leave Act leaves, ADA accommodation, etc.), excessive unscheduled use of PTO may be a basis for consideration in performance evaluations and/or disciplinary action.

Prior to submitting time in the time entry system, an employee, if requested, must provide his or her supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses. However, an employee on approved FMLA need only identify an absence to their supervisor/manager as associated with the approved FMLA, and it must be noted as such in the time entry system.

The employee must inform the supervisor or Human Resources when a condition of the employee or qualified family member may result in the need for medical leave. The employee is not required to report the specific nature of the condition to the supervisor, but must follow the requirements of the City's family leave policy in order to receive the protections of that policy.

Below are eligible unscheduled uses:

Personal Sick
Unscheduled PTO is available for employees who need to take leave for personal illness or non-work related physical disability.

Work Related Illness or Injury
While unscheduled PTO is not intended for work-related injuries, employees may elect to use such leave to cover the first three (3) days of absence due to an work related illness or injury. Such use is not permitted when City Disability Leave or State time loss benefits are available for this time period. In addition, employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between State-mandated benefits and regular pay as outlined in the Disability Leave section herein.

Family Sick
Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse, registered domestic partner; child (includes step, adopted, natural or adult child); parent (includes step, adoptive or natural); grandchild (includes step, adopted or natural); guardian or grandparent; sibling (step, natural or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law). It does not include uncle, aunt, niece, nephew or cousin.

(3) **Exempt Employee Absences and Use of PTO**
Exempt employees who are absent equal to or greater than 4 hours in a day must use PTO to substitute for the time away from work. Even though entitled to Regular pay when absent less than 4 hours in a day, exempt employees on approved FMLA must still record in the time recording system when any absences of less than 4 hours are due to FMLA (recorded as Regular FMLA).

(v) **PTO Cash-Out and Buy-Out / Transfer**

(1) **Optional PTO Cash-out**
Full-time 40, full-time 30 and part-time employees may cash-out a minimum of forty (40) hours and maximum of eighty (80) hours of PTO per calendar year. The City Manager may override this limit based on exceptional circumstances, anticipated workload and the needs of the service.

The employee must have at least 200 hours of PTO remaining in his or her accumulation account after cash-out.

Approved requests for cash-outs must be submitted as a part of the regular payroll with written approval from the Division Manager and Department Director.

Employees are responsible for understanding the tax implications of such a cash-out.

(2) **Optional PTO Buy-out (Transfer) to ICMA-RC 457 Deferred Compensation Plan**
Full-time 40, full-time 30 and part-time may buy-out / transfer an additional forty (40) to eighty (80) hours of PTO per year for purposes of funding the ICMA-RC 457 Deferred Compensation Plan.

The employee must have at least 200 hours of PTO remaining in his or her accumulation account after buy-out / transfer.

Approved requests for buy-outs / transfers must be submitted as a part of the regular payroll with written approval from the Division Manager and Department Director.

(3) **Mandatory PTO Buy-Out (Transfer) to Retirement Health Savings (RHS) Plan**
Effective the second payroll each payroll year, full-time 40 hour employees with current balances as listed below will have an annual PTO buy-out / transfer to the employee's RHS Account. This buy-out / transfer will be processed by Payroll.

20-hours for employees with a PTO balance of 400-599 hours
40-hours for employees with a PTO balance of 600-800 hours

All PTO cash-outs and buy-outs / transfers will be made at the employee's base straight time hourly rate of pay.

PTO cash-outs and buy-outs / transfers must not exceed one-hundred sixty (160) hours total. The Mandatory PTO Buy-Out / Transfer to the RHS Plan will be included in this total.

The employee must have taken at least five (5) consecutive PTO days off in the twelve (12) months preceding eighty (80) hours or more of a PTO cash-out and/or buy-out / transfer to ICMA-RC 457 Deferred Compensation Plan. The Mandatory PTO Buy-Out / Transfer to the RHS Plan does not require the employee to meet this condition.

(vi) **Pay-Off Upon Termination**
Employees who have successfully completed their initial probationary period with the City shall be cashed out PTO accruals up to 500 hours for PERS I employees and 800 hours for all other employees. The cash out shall be processed with the employee's final paycheck at the employee's straight time base rate of pay. At-will employees are not subject to a probationary period and shall be cashed out PTO accruals as stated above without the need to meet the probationary period. Employees who have completed their initial probationary period and are subsequently subject to a new probationary period due to promotion or other circumstance shall be cashed out PTO accruals as stated above, without the need to meet the additional probationary period.

(vii) **Donation and Transfer of Paid Time Off**
The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for Donated Leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of Donated Leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.

The leave recipient must pay the employee portion of insurance premiums while using Donated Leave, and will not accrue PTO or Extended Sick Leave while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify his or her Division Manager in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The Division Manager shall forward the request to Human Resources for approval.

Human Resources is responsible for approving the request and forwarding the PTO/ Vacation Donation Transfer Form (see Exhibit 'B') to Payroll for organizational wide notification, distribution, and processing.

City employees may donate PTO leave to other employees under the following conditions:

(1) A PTO balance of at least 200 hours is maintained after the transfer, and, employees may not donate more than 100 hours per year of their PTO balance.

(2) PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns $10.00 per hour base. The donating employee earns $20.00 per hour, and wishes to transfer ten (10) hours. As a result, $200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours ($200 divided by $10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program.

If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.

(b) **Extended Sick Leave (ESL)**

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement of a family member. ESL is not available to employees participating in the LEOFF I pension system.

(i) **Full-Time 40 Hour Employee Accrual Rate**

Probationary employees. Employees subject to a probation period of 6 months begin accumulating ESL at a rate of four (4) hours per month after the probationary period has been successfully completed. Upon successful completion of probation, these new employees will be credited with twenty-four (24) hours of ESL.

At-will employees. Employees who are at-will begin accumulating ESL upon hire.

(ii) **Accumulation Limit**

Effective the first payroll period of 2012, accumulations of ESL shall be limited to 800 hours.

(iii) **Proration**

Leave accrual limits for scheduled Full-time 30 hour and part-time employees are prorated based on the position's scheduled (i.e. budgeted) hours.

(iv) **Authorized Uses**

ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse, registered domestic partner; child (includes step, adopted, natural or adult child); parent (includes step, adoptive or natural); grandchild (includes step, adopted or natural); guardian or grandparent; sibling (step, natural or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law). It does not include uncle, aunt, niece, nephew or cousin.

This leave is only available once the employee has been on approved leave (for illness/injury) for over ten (10) continuous working days. ESL may be used retroactively if the condition persists for over ten (10) working days and PTO was originally requested.

In accordance with state law, when an employee returns from an approved leave which has triggered ESL use, the employee may continue to use ESL for subsequent intermittent absences related to the same illness or injury <u>if the originating leave pertained to an immediate family member</u>. If the originating leave's ESL use pertained to the employee's condition, the employee must use PTO for subsequent intermittent absences.

ESL is authorized for up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence for full-time 40 hour employees. ESL is authorized for up to twenty (20) hours for bereavement purposes (immediate family as defined above) per occurrence for full-time 30 and part-time employees.

Additional time off may be requested using PTO.

(v) **ESL Upon Termination**
There is no cash out available for ESL upon termination or retirement.

(vi) **Donation of ESL**
ESL cannot be donated.

Section 10.02 <u>Treatment of Grandfathered Sick Leave</u>
All existing sick leave accumulated prior to January 1, 2001 is considered "grandfathered Authorized uses for Grandfathered Sick Leave include any scheduled or unscheduled health-related absence for a family member, and, for an employee, only long term illness or injury, or scheduled health-related related appointments. Upon service-related retirement, the City shall pay twenty-five percent (25%) of unused Grandfathered Sick Leave, not to exceed five thousand dollars ($5,000.00). Alternatively, upon non-disciplinary termination with five (5) or more years of service, the City shall pay twenty-five percent (25%) of the employee's unused Grandfathered Sick Leave not to exceed two thousand dollars ($2,000.00).

Section 10.03 <u>City Holidays and Faith-Based Leave</u>
(1) Holidays
Below are the City's ten (10) designated holidays:

(1) New Year's Day
(2) President's Day (celebrated the third Monday of February)
(3) Memorial Day
(4) Fourth of July
(5) Labor Day
(6) Veterans' Day;
(7) Thanksgiving Day
(8) Day after Thanksgiving
(9) Christmas Eve
(10) Christmas Day

Full-time 40 hour employees receive a total of eighty (80) hours of Holiday Leave. Holiday Leave for Full-time 30 hour and part-time employees will be pro-rated according to their scheduled (i.e. budgeted) hours per week. An employee approved to work an alternative work schedule will be required to take PTO on a holiday to make up for a work schedule of more than eight (8) hours per day.

Nonexempt employees eligible for holiday pay will receive time and one-half pay in addition to holiday pay for working on a holiday when the total hours worked exceeds 40 in a work week. Holiday work must be pre-approved by the Director.

(2) Faith-Based Leave
Pursuant to Washington State law, employees may take two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days on which they desire to take the two unpaid holidays, after consultation with their supervisor. The City will allow the employee to take the days off as requested, unless the employee's absence would impose an undue business hardship or the employee's presence is necessary to maintain public safety. An undue hardship is defined as an action requiring significant difficulty or exposure to the employer as defined in WAC 82-56-020.

Each unpaid holiday must be taken in whole day increments (e.g. a partial day off requested under this requirement will count as a full day toward the allotment of two (2) days per calendar year).
An employee requesting time off under this provision shall request time off in advance in accordance with the requirements for scheduled PTO or established departmental policies.

If an employee wishes to be compensated for the time off, they must follow the City's policy for requesting paid time off, and ensure the request is designated a Faith Leave/PTO. Employees electing to take unpaid holiday leave will continue to be eligible to participate in the City's benefit programs while on leave without pay status, to the extent allowed by benefit eligibility rules or City policies and practices. Thus, benefits that are calculated based on hours worked or base pay (i.e., deferred compensation match) will be affected when an employee chooses to take Faith Leave without pay.

Section 10.04 <u>Occupational Disability Allowances and Restricted Duty</u>

(a) **<u>Disability Leave</u>**
Any employee injured on the job who is approved for time loss payments under the State Workers' Compensation Law shall, for the duration of such time loss payment by the State or the City's self-insured third party administrator (TPA), shall receive only that portion of

the employee's accumulated leave pay as elected at the employee's option which, together with said time loss payments received, will not equal more than 100% of the regular base rate of pay for any one day.

All applicable payroll deductions, voluntary or otherwise will be subtracted from the accumulated leave allowance in excess of mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance or paid by employee reimbursement.

For the purposes of this section, leave pay is defined as any accumulated leave available to the employee including PTO, Grandfathered Sick, and ESL.

(b) **Restricted Duty Program**

Restricted Duty is a temporary modification of an employee's regularly assigned duties, or performance of unrelated duties to accommodate a temporary work related illness or injury. City employees incurring job related injuries with restrictions that cannot be integrated into their regular duties, or, that prohibit the temporary performance of their regular duties may be eligible for modified work assignments, when available. Participation in the program is generally contingent upon being released for modified duties by the occupationally injured employee's attending healthcare provider or other qualified healthcare provider as appointed by the City.

Eligible employees who are offered and refuse a modified work assignment may suffer the loss of all temporary disability (time loss) benefits. The Restricted Duty program may not be extended to any employee for more than 260 calendar days inclusive of time loss issued by the Workers' Compensation TPA. Exceptions to extensions of restricted duty limits may be approved by the employee's Director and the Human Resources Director.

Eligibility is also contingent upon a prognosis that does not exclude the employee's return to his or her former position. Employees must be temporarily injured and expected to return to their regular duties.

Hours worked in the program are considered productive hours in the computation of fringe benefits. It is the employee's responsibility to perform the assignment in a productive, professional manner as expected in any regular assignment. Employees may be transferred to another medically appropriate assignment or removed from the program.

The City may allow employees with non-occupational injuries or illnesses to participate in the Restricted Duty Program when the temporary restrictions as documented by the employees attending healthcare provider match the available light duty and when the assignment is also approved by the Director and the Human Resources Director.

Section 10.05 Leave to Attend Funerals of City Employees
Except for temporary and provisional employees, all City employees may be allowed to take necessary time off with regular pay, at the discretion of their supervisor, to attend a funeral of a City employee.

Section 10.06 Jury Duty and Witness Service
An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party is entitled to Jury / Witness Service pay. The employee shall be paid their normal base salary during the absence due to the jury or witness service, provided the employee pays the City the amount of jury or witness pay received (exclusive of mileage and other allowable expenses, e.g., lodging and meals).

Section 10.07 Military Leave
Eligible employees who are members of the State National Guard or a Federal Reserve military unit shall be entitled to time off with normal pay for up to twenty-one (21) calendar days each fiscal year (October 1st through September 30th), in accordance with RCW 38.40.060, while participating in officially ordered military duty.

The City Manager shall issue a policy for state and federal family, medical and military leaves which defines eligibility and ensures employees receive the full protections under laws and regulations.

Section 10.08 Family and Medical Leave
The City Manager shall issue a policy which provides for state and federal family, medical and military leaves.

Section 10.09 Leave of Absence Without Pay
The Department Director may grant a leave of absence without pay up to thirty (30) calendar days for full-time 40, full-time 30 and part-time employees who are past probation. The City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year.

Upon expiration of an approved leave of absence in excess of thirty (30) days without pay, an employee may be reinstated to the same or similar position, if available, when the leave was granted. The City cannot and does not make any commitments to holding a position open in hopes that the employee will return. If no positions are available, the employee will be considered as "laid off" in accordance with the Recall List provisions in the Reduction in Force article of this Plan.

During an approved leave of absence without pay, an employee shall not be eligible for any City-paid benefits or leave accrual.

Article XI. Drug Free Workplace and Drug and Alcohol Testing Policy

Section 11.01 Drug Free Workplace Policy Statement
The City of Richland is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. Under a policy issued by the City Manager, we have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. The City encourages employees to voluntarily seek help with drug and alcohol problems.

Section 11.02 Employee Assistance Program
The City recognizes a need to provide an opportunity for employees to deal with issues and problems. The Employee Assistance Program (EAP) is a resource to employees needing assistance with family matters, personal or family drug and alcohol related problems, or other difficulties. Information on the EAP is available from Human Resources, the employee's supervisor, or the City's intranet.

Article XII. Aggregate City Service

The City service date for each employee shall be the employee's date of hire or rehire to an authorized position. For the purpose of leave accrual and other benefits, when an employee changes job status from an ineligible to an eligible position, City service is counted from the date of eligibility, not the date of hire. An employee who separates service from the City and is later rehired within one (1) year of the employee's separation date will be credited with previous eligible City service.

City-sponsored employee recognition events and retirement plaques are for eligible status employees, defined as full-time 40, full-time 30 and part-time employees. Recognition shall be based on calendar years of eligible service, and shall not be prorated based on actual hours worked. In appreciation for employees who have served the City in other employment statuses that are ineligible for City-wide recognition, Departments may recognize such employees with departmental awards or events, upon Director approval.

Article XIII. Concerns and Complaints

Employees covered by this Plan are encouraged to bring concerns through their reporting structure (supervisor/manager/director). Usually an employee's direct supervisor or manager is in the best position to address issues that arise in the workplace. However, employees may choose to utilize an alternate channel to raise concerns, either through Human Resources or the City Manager's office. Generally, the alternate channel would not be utilized for questions or concerns that pertain to operational matters.

Article XIV. Exhibits

Section 14.01 <u>Exhibit 'A' – Unaffiliated Staff Classifications, Pay Grades and Salaries</u>

(Exhibit A – Pages 1 through 5)

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 29, 2014

Classification Title	Classification Status	EEO-4 Group Status	FLSA Status	Non-Match Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Accountant I	Classified	Professional	Professional	1%	7509	$26.10	$32.63	$39.16
Accountant II	Classified	Professional	Professional	1%	7510	$28.69	$35.86	$43.03
Accountant III	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
Accounting Clerk I	Classified	Admin Support	Non-Exempt		7503	$14.74	$18.42	$22.10
Accounting Clerk II	Classified	Admin Support	Non-Exempt		7504	$16.19	$20.24	$24.29
Accounting Specialist I	Classified	Admin Support	Non-Exempt		7505	$17.78	$22.23	$26.68
Accounting Specialist II	Classified	Admin Support	Non-Exempt		7506	$19.58	$24.48	$29.38
Administrative Assistant	Classified	Admin Support	Admin.	1%	7508	$23.71	$29.64	$35.57
Administrative Operations Coordinator	Classified	Professional	Executive	1%	7508	$23.71	$29.64	$35.57
Administrative Services Director	Unclassified	Official / Admin.	Executive	4%	7620	$44.58	$55.72	$66.86
Administrative Specialist	Classified	Admin Support	Non-Exempt		7507	$21.58	$26.97	$32.36
Assistant City Manager	Unclassified	Official / Admin.	Executive	4%	7610	$41.26	$51.57	$61.88
BCES Communications Manager	Unclassified	Official / Admin.	Executive	3%	7512	$34.71	$43.39	$52.07
BCES Communications Supervisor	Classified	Professional	Executive	1%	7509	$26.10	$32.63	$39.16
BCES Emergency Management Manager	Unclassified	Official / Admin.	Executive	3%	7511	$31.58	$39.47	$47.36
BCES Emergency Planner I	Classified	Technicians	Non-Exempt		7505	$17.78	$22.23	$26.68
BCES Emergency Planner II	Classified	Technicians	Non-Exempt		7506	$19.58	$24.48	$29.38
BCES Emergency Planner III	Classified	Technicians	Non-Exempt		7507	$21.58	$26.97	$32.36
BCES Information Systems Manager	Unclassified	Official / Admin.	Executive	3%	7513	$38.20	$47.75	$57.30
BCES Technical Systems Coordinator	Classified	Technicians	Non-Exempt		7509	$26.10	$32.63	$39.16
Block Grant Coordinator	Classified	Para-professional	Admin.	1%	7509	$26.10	$32.63	$39.16
Building Inspection Supervisor	Classified	Professional	Executive	1%	7511	$31.58	$39.47	$47.36
Building Inspector	Classified	Technicians	Non-Exempt		7508	$23.71	$29.64	$35.57
Building Permit Expediter	Classified	Technicians	Non-Exempt		7506	$19.58	$24.48	$29.38
Business Services Manager	Unclassified	Official / Admin.	Executive	3%	7513	$38.20	$47.75	$57.30
Buyer I	Classified	Technicians	Non-Exempt		7505	$17.78	$22.23	$26.68
Buyer II	Classified	Technicians	Non-Exempt		7507	$21.58	$26.97	$32.36
Cable Communications Coordinator	Classified	Technicians	Non-Exempt		7508	$23.71	$29.64	$35.57
Cable Production Assistant	Classified	Technicians	Non-Exempt		7505	$17.78	$22.23	$26.68
Chief Electrical Engineer	Unclassified	Official / Admin.	Executive	3%	7515	$46.24	$57.80	$69.36

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 29, 2014

Classification Title	Classification Status	EEO-4 Group Status	FLSA Status	Non-Match Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
City Attorney	Unclassified	Official / Admin.	Executive	4%	7515	$46.24	$57.80	$69.36
City Clerk	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
City Manager	Unclassified	Official / Admin.	Executive	By Contract	7650	$56.17	$70.21	$84.25
Civil Engineer I	Classified	Professional	Non-Exempt		7509	$26.10	$32.63	$39.16
Civil Engineer II	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
Clerical Assistant	Classified	Admin Support	Non-Exempt		7502	$13.39	$16.74	$20.09
Code Enforcement Officer	Classified	Technicians	Non-Exempt		7507	$21.58	$26.97	$32.36
Communications & Marketing Manager	Unclassified	Official / Admin.	Executive	3%	7511	$31.58	$39.47	$47.36
Communications & Marketing Specialist	Classified	Professional	Non-Exempt		7508	$23.71	$29.64	$35.57
Crime Analyst	Classified	Admin Support	Non-Exempt		7508	$23.71	$29.64	$35.57
Customer Service Supervisor	Classified	Professional	Executive	1%	7511	$31.58	$39.47	$47.36
Deputy City Clerk	Classified	Admin Support	Non-Exempt		7507	$21.58	$26.97	$32.36
Deputy City Manager	Unclassified	Official / Admin.	Executive	4%	7630	$48.16	$60.20	$72.24
Development Services Manager	Unclassified	Official / Admin.	Executive	3%	7512	$34.71	$43.39	$52.07
Economic Development Manager	Unclassified	Official / Admin.	Executive	3%	7513	$38.20	$47.75	$57.30
Electrical Distribution Engineer I	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
Electrical Distribution Engineer II	Classified	Professional	Professional	1%	7513	$38.20	$47.75	$57.30
Electrical Engineering Specialist	Classified	Technicians	Non-Exempt		7508	$23.71	$29.64	$35.57
Electrical Systems Supervisor	Classified	Professional	Executive	1%	7512	$34.71	$43.39	$52.07
Energy Engineer I	Classified	Technicians	Non-Exempt		7508	$23.71	$29.64	$35.57
Energy Engineer II	Classified	Technicians	Professional	1%	7509	$26.10	$32.63	$39.16
Energy Policy Specialist	Classified	Professional	Professional		7511	$31.58	$39.47	$47.36
Energy Services Director	Unclassified	Official / Admin.	Executive	4%	7640	$52.01	$65.01	$78.01
Energy Specialist	Classified	Professional	Admin.	1%	7509	$26.10	$32.63	$39.16
Engineering Aide	Classified	Technicians	Non-Exempt		7503	$14.74	$18.42	$22.10
Engineering Technician I	Classified	Technicians	Non-exempt		7505	$17.78	$22.23	$26.68
Engineering Technician II	Classified	Technicians	Non-Exempt		7507	$21.58	$26.97	$32.36
Engineering Technician III	Classified	Technicians	Non-Exempt		7509	$26.10	$32.63	$39.16
Engineering Technician IV	Classified	Technicians	Professional	1%	7510	$28.69	$35.86	$43.03
Environmental Education Coordinator	Classified	Professional	Non-exempt		7508	$23.71	$29.64	$35.57

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 29, 2014

Classification Title	Classification Status	EEO-4 Group Status	FLSA Status	Non-Match Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Equipment Maintenance Supervisor	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
Evidence Technician	Classified	Technicians	Non-Exempt		7506	$19.58	$24.48	$29.38
Executive Assistant	Classified	Admin Support	Non-Exempt		7506	$19.58	$24.48	$29.38
Finance Director	Unclassified	Official / Admin.	Executive	3%	7514	$42.01	$52.51	$63.01
Finance Manager	Unclassified	Official / Admin.	Executive	3%	7513	$38.20	$47.75	$57.30
Fire & Emergency Services Director	Unclassified	Official / Admin.	Executive	4%	7620	$44.58	$55.72	$66.86
Fire Administrative Coordinator	Classified	Professional	Executive	1%	7508	$23.71	$29.64	$35.57
GIS/CADD Technician	Classified	Technicians	Non-Exempt		7508	$23.71	$29.64	$35.57
Hanford Project Manager	Unclassified	Official / Admin.	Admin.	3%	7513	$38.20	$47.75	$57.30
Housing Resources Specialist	Classified	Professional	Non-Exempt		7508	$23.71	$29.64	$35.57
Human Resources Analyst	Classified	Professional	Admin.	1%	7510	$28.69	$35.86	$43.03
Human Resources Assistant	Classified	Admin Support	Non-exempt		7505	$17.78	$22.23	$26.68
Human Resources Director	Unclassified	Official / Admin.	Executive	4%	7610	$41.26	$51.57	$61.88
Human Resources Specialist	Classified	Professional	Non-Exempt		7508	$23.71	$29.64	$35.57
Information Technology Manager	Unclassified	Official / Admin.	Executive	3%	7514	$42.01	$52.51	$63.01
IT Applications Developer/Integrator	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
IT Applications Supervisor	Classified	Professional	Executive	1%	7513	$38.20	$47.75	$57.30
IT Business Analyst	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
IT Customer Service Supervisor	Classified	Professional	Executive	1%	7512	$34.71	$43.39	$52.07
IT Customer Service Technician I	Classified	Technicians	Non-Exempt		7509	$26.10	$32.63	$39.16
IT Customer Service Technician II	Classified	Technicians	Non-Exempt		7510	$28.69	$35.86	$43.03
IT Network Administrator	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
IT Operations Supervisor	Classified	Professional	Executive	1%	7513	$38.20	$47.75	$57.30
IT Systems Administrator	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
Land Surveyor I	Classified	Technicians	Non-Exempt		7508	$23.71	$29.64	$35.57
Land Surveyor II	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
Legal Assistant	Classified	Admin Support	Non-Exempt		7507	$21.58	$26.97	$32.36
Librarian I	Classified	Professional	Professional	1%	7507	$21.58	$26.97	$32.36
Librarian II	Classified	Professional	Professional	1%	7509	$26.10	$32.63	$39.16
Library Assistant I	Classified	Para-professional	Non-Exempt		7501	$12.16	$15.20	$18.24

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 29, 2014

Classification Title	Classification Status	EEO-4 Group Status	FLSA Status	Non-Match Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Library Assistant II	Classified	Para-professional	Non-Exempt		7503	$14.74	$18.42	$22.10
Library Assistant III	Classified	Para-professional	Non-Exempt		7505	$17.78	$22.23	$26.68
Library Circulation Supervisor	Classified	Professional	Professional	1%	7508	$23.71	$29.64	$35.57
Library Manager	Unclassified	Official / Admin.	Executive	3%	7511	$31.58	$39.47	$47.36
Library Page	Classified	Para-professional	Non-Exempt		7200	$9.48	$11.85	$14.22
Library Technical Support Specialist	Classified	Technicians	Non-Exempt		7506	$19.58	$24.48	$29.38
Mail Clerk	Classified	Admin Support	Non-Exempt		7501	$12.16	$15.20	$18.24
Marketing Specialist	Classified	Professional	Non-Exempt		7509	$26.10	$32.63	$39.16
Parks & Facilities Supervisor	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
Parks & Public Facilities Director	Unclassified	Official / Admin.	Executive	4%	7610	$41.26	$51.57	$61.88
Parks & Rec. Planning & Capital Proj. Mgr.	Unclassified	Official / Admin.	Executive	3%	7511	$31.58	$39.47	$47.36
Parks & Rec. Program & Facility Manager	Unclassified	Official / Admin.	Executive	3%	7511	$31.58	$39.47	$47.36
Parks & Recreation Aide	Classified	Para-professional	Non-Exempt		7200	$9.48	$11.85	$14.22
Parks & Recreation Assistant	Classified	Para-professional	Non-Exempt		7506	$19.58	$24.48	$29.38
Parks & Recreation Coordinator	Classified	Professional	Executive	1%	7508	$23.71	$29.64	$35.57
Parks & Recreation Planner	Classified	Professional	Admin.	1%	7510	$28.69	$35.86	$43.03
Parks & Recreation Senior Planner	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
Permit Technician	Classified	Technicians	Non-Exempt		7505	$17.78	$22.23	$26.68
Planner	Classified	Professional	Non-Exempt		7509	$26.10	$32.63	$39.16
Plans Examiner/Permit Specialist	Classified	Technicians	Non-Exempt		7510	$28.69	$35.86	$43.03
Police Captain [(1)]	Unclassified	Official / Admin.	Executive	3%	7512	$34.71	$43.39	$52.07
Police Lieutenant [(1)]	Classified	Professional	Professional	3%	7511	$31.58	$39.47	$47.36
Police Records Supervisor	Classified	Professional	Executive	1%	7509	$26.10	$32.63	$39.16
Police Services Director	Unclassified	Official / Admin.	Executive	4%	7620	$44.58	$55.72	$66.86
Power Operations Supervisor	Classified	Professional	Executive	1%	7512	$34.71	$43.39	$52.07
Printer	Classified	Admin Support	Non-Exempt		7504	$16.19	$20.24	$24.29
Project Assistant	Classified	Technicians	Non-Exempt		7505	$17.78	$22.23	$26.68
Public Works Administration Supervisor	Classified	Professional	Executive	1%	7509	$26.10	$32.63	$39.16
Public Works Capital Projects Manager	Unclassified	Official / Admin.	Executive	3%	7513	$38.20	$47.75	$57.30
Public Works Director	Unclassified	Official / Admin.	Executive	4%	7620	$44.58	$55.72	$66.86

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 29, 2014

Classification Title	Classification Status	EEO-4 Group Status	FLSA Status	Non-Match Def. Comp	Pay Grade	Minimum	Midpoint	Maximum
Public Works Special Projects Coord.	Classified	Professional	Non-Exempt		7508	$23.71	$29.64	$35.57
Purchasing & Warehouse Supervisor	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
Purchasing Manager	Unclassified	Official / Admin.	Executive	3%	7512	$34.71	$43.39	$52.07
Redevelopment Project Supervisor	Classified	Professional	Executive	1%	7511	$31.58	$39.47	$47.36
Senior Planner	Classified	Professional	Professional	1%	7511	$31.58	$39.47	$47.36
Solid Waste Collection Supervisor	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
Solid Waste Manager	Unclassified	Official / Admin.	Executive	3%	7511	$31.58	$39.47	$47.36
Special Appointee I	Classified	Para-professional	Non-Exempt		7225	$19.31	$24.14	$28.97
Special Appointee II	Classified	Para-professional	Non-Exempt		7250	$42.78	$53.47	$64.16
Special Investigator	Classified	Professional	Non-Exempt		7250	$42.78	$53.47	$64.16
Streets Supervisor	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
Support Specialist	Classified	Admin Support	Non-Exempt		7505	$17.78	$22.23	$26.68
Traffic Engineer	Classified	Professional	Professional	1%	7510	$28.69	$35.86	$43.03
Transportation & Development Mgr.	Unclassified	Official / Admin.	Executive	3%	7513	$38.20	$47.75	$57.30
Waste Water Maintenance Supervisor	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
Waste Water/Storm Water Manager	Unclassified	Official / Admin.	Executive	3%	7511	$31.58	$39.47	$47.36
Water Maintenance Supervisor	Classified	Professional	Executive	1%	7510	$28.69	$35.86	$43.03
Water Manager	Unclassified	Official / Admin.	Executive	3%	7511	$31.58	$39.47	$47.36

(1) With the approval of the Police Services Director, the Police Captains and Police Lieutenants may receive an eight percent (8%) base pay differential as Certification Pay for obtaining a Career Level Certification (CLC) Middle Management Level. In addition, Police Captains and Police Lieutenants may receive Education Incentive Pay of five percent (5%) for AA Degree or ten percent (10%) for BA Degree in job related fields of Police Science and Law Enforcement, Political Science, Business Administration, etc.

Section 14.02 <u>Exhibit 'B' – PTO/Vacation Donation Transfer Form</u>

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO/VACATION:

Information for Employee Requesting Donated PTO/Vacation

Name: ______________________________ Employee Number: __________

Title: _______________________________ Department/Division: ____________

Information for Employee Donating PTO/Vacation

Name: ____________________________________ Employee Number: _____________

Title: _____________________________ Department/Division: _____________

Current PTO/Vacation Balance (hours): _____________

Donation/Transfer Request (not to exceed 100 hours): _____________

Balance After Transfer (hours – must be at least 200 PTO/100 Vacation): _____________

I hereby request that the above PTO/Vacation hours be transferred and understand that my PTO/Vacation accruals will be reduced by the number of hours indicated above.

Employee Signature: __________________________________Date: ______________

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _______________________________

(Hours transferred _____________ multiplied by donating employee's hourly rate $___________) divided by the hourly rate of the requesting employee $____________ Equals the Total Hours Transferred ______________.

☐ Approved ☐ Denied

____ ____________________

Human Resources Director or designated representative Date

cc: Personnel File

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Items for Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Authorize Travel for Mayor Rose and Council Member Thompson

Department: City Manager	Ordinance/Resolution Number:	Document Type: General Business Item

Recommended Motion:
Authorize travel for Mayor Rose and Council Member Thompson to attend the Energy Communities Alliance Peer Exchange in Washington, DC from February 10-13, 2015.

Summary:
The Energy Communities Alliance (ECA) are having a Peer Exchange in Washington, DC on February 10-13, 2015. Communities and local governments around Department of Energy (DOE) sites are gathering to discuss key issues.

City of Richland officials will meet with DOE officials, congressional offices and the National Parks Service to begin planning for the new National Park.

Sections 1.01.040 and 2.26.062 of the Richland Municipal Code require Council approval when Councilmembers request permission for out-of-state travel, when expenses exceed $500, or when travel requires an overnight stay.

Fiscal Impact:	Estimated expenses to attend the ECA Intergovernmental Meeting are $4,109. ECA will reimburse the City for two participants to attend the meeting. The registration fee cannot be reimbursed and a modest per diem allowance will be provided. There are enough funds in Council's 2015 travel and tuition/conference line items to cover any expenses that are not covered by ECA.

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/16/2014

Agenda Category: Expenditures - Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
November 24, 2014 - December 5, 2014 for $13,682,640.90 including Check Nos. 218084-218509, Wire Nos. 5775-5794, Payroll Check Nos. 99664-99675, and Payroll Wire/ACH Nos. 8772-8791

Department:
Administrative Services

Ordinance/Resolution Number:

Document Type:
Expenditures

Recommended Motion:
Approve the expenditures from November 24, 2014, to December 5, 2014 in the amount of $13,682,640.90.

Summary:
Breakdown of Expenditures:

Check Nos.	218084-218509	1,883,214.77
Wire Nos.	5775-5794	9,587,982.16
Payroll Check Nos.	99664-99675	25,670.96
Payroll Wires/ACH	8772-8791	2,185,773.01
TOTAL		$13,682,640.90

Fiscal Impact:
Yes

Total Disbursements: $13,682,640.90. Disbursements (wire transfers) include Purchase Power Bill of $2,607,052.00 and scheduled principal and interest bond payments to Bank of New York in the amount of $6,582,933.75.

Attachments:
1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
NOVEMBER 24, 2014 - DECEMBER 5, 2014

Payee	Wire Description		Amount
Claim Wires - Wire No. 5775 to 5794			
AW Rehn Insurance	Fire Health Reimbursement Account		19,500.00
Bank of New York	Principal/Interest Bonds		6,582,933.75
Bonneville Power Administration	Purchase Power		2,607,052.00
Conover	Section 125		1,491.00
Department of Licensing	Firearms Online Pmt for Concealed Licenses		1,632.00
LEOFF Trust	Fire Health Premiums		68,132.33
PowerPay	Landfill Merchant Service Fees		1,148.99
Zenith Administrators/Matrix/Sedgwick	Insurance Claims		306,092.09
	Total Claim Wire Transfers	$	9,587,982.16
Payroll Wires & Direct Deposits (ACH) - Wire No. 8772 to 8791			
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	$	2,185,773.01
	Total Claim & Payroll Wires/ACH	**$**	**11,773,755.17**

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

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001		**GENERAL FUND**			
Division: 000					
BEN FRANKLIN TRANSIT		20140244	218323	DIAL A RIDE TICKETS-JUNE	$72.00
CITY OF RICHLAND		175335-941530	218346	UB PYMT PETROSUN FUEL INC	$59.90
COVE INVESTMENTS		BL REFUND	218195	REFUND DUPLICATE BUSINESS LIC	$46.00
ERBOLOGY SERVICES			218204	BL REFUND ORD 29-14	$40.00
WA STATE DEPARTMENT OF REVENUE		0304-2014-QTR3	218300	BL CREDIT CARD PROCESSING FEES	$1,299.04
WASHINGTON STATE PATROL		I15003082	218302	BACKGROUND CHECKS-OCT	$594.00
				TOTAL****	**$2,110.94**
Division: 001 CITY COUNCIL					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$147.00
ROSE, DAVE		14-501 ROSE	218270	ECA CONF/NEW ORLEANS/ROSE	$873.16
				CITY COUNCIL TOTAL****	**$1,020.16**
Division: 100 CITY MANAGER					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$27.84
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$2.63
				CITY MANAGER TOTAL****	**$30.47**
Division: 101 CITY CLERK					
CITY OF RICHLAND		112014	218181	ORD 28-14 COMM DEV	$78.00
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$68.84
				CITY CLERK TOTAL****	**$146.84**
Division: 102 CITY ATTORNEY					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$55.68
BELL BROWN & RIO PLLC		577	218457	PROSECUTION SRVCS-DEC	$20,756.55
BENTON COUNTY TREASURER		OCTOBER 2014	218165	DISTRICT COURT/OPD COSTS-OCT	$66,879.61
MICHAEL F CONNELLY ATTORNEY AT LAW PS		MFC0034	218239	PRA AUDIT SERVICES-OCT	$1,525.00
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$13.35
SUMMIT LAW GROUP PLLC		70194	218502	2014 INVESTIGATION	$6,433.80
				CITY ATTORNEY TOTAL****	**$95,663.99**
Division: 110 ASSISTANT CITY MANAGER					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$27.84
				ASSISTANT CITY MANAGER TOTAL****	**$27.84**
Division: 111 COMMUNICATIONS & MARKETING					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$61.83
BYKONEN, PAM		GREEN AWARDS	218335	BYKONEN-GREEN AWARDS GIFT CERT	$50.00
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$15.88
TRI CITIES AREA JOURNAL OF BUSINESS		13636	218505	GREEN AWARDS AD-TC JOB	$555.00
TRI CITY HERALD	S016080	11/2014-825	218506	TOWN HALL MEETING RAN ON 10/29	$179.28
	S016080			GREEN BUSINESS OF THE YEAR AD	$456.15

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		076741474	218308	D95 PRINT SHOP COPIER BASE-OCT	$383.33
		076741475		C75 PRNT SHP FIERY LEASE-OCT	$139.93
		076741476		C75PRINT SHOP COPIER LEASE-NOV	$423.83
				COMMUNICATIONS & MARKETING TOTAL****	**$2,265.23**
Division: 112 CABLE COMMUNICATIONS					
CHARTER COMMUNICATIONS VII LLC DBA	P054640	11364031	218344	MEDIA BUY FOR TOWN HALL WITH	$998.00
				CABLE COMMUNICATIONS TOTAL****	**$998.00**
Division: 113 HANFORD COMMUNITIES					
CITY OF RICHLAND		14-486 LARSEN	218182	ECA CONF/NEW ORLEANS/LARSEN	$150.00
ENTERPRISE RENT A CAR		11/14-45WA423	218203	14-461 BROWN LARSEN-RENTAL CAR	$126.47
LARSEN, PAM BROWN		14-486	218233	ECA CONF/NEW ORLEANS/LARSEN	$447.44
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$60.48
				POSTAGE 10/1-10/31/14	$9.38
				HANFORD COMMUNITIES TOTAL****	**$793.77**
Division: 120 FIRE					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$27.84
BENTON PUD		11/14-0249075457	218328	QTRLY RACK CHRGES/JULY-SEPT	$890.02
BENTON RURAL ELECTRIC ASSOCIATION		10/14-74170526	218329	COLLINS RD RADIO TOWER ELECTRC	$15.85
CHAPLAIN SERVICES NETWORK		RFD3RDQTR	218341	CHAPLAIN SRVCS-SEPT 2014	$78.75
CHARTER COMMUNICATIONS		11/14-11253 SUB B	218343	PERRY MTN RENT KGI-DEC	$716.44
FEDERAL EXPRESS CORP		2-824-18801	218365	RETURN CONSTRUCTION PLANS	$9.70
FRONTIER		11/14-206-1880334	218366	VHF PHONE LINE FEES	$410.05
		11/14-253-0045365		SILVER CLOUD PHONE LINE	$56.20
HARRINGTON'S TROPHIES		73230	218372	COMMAND BOARDS	$66.72
		73349		NAME TAGS/PLATES	$83.17
JT AUTOMOTIVE PARTS INC DBA		320782	218387	BULBS	$4.68
		321259		GOJO SCRUB WIPES	$88.24
OXARC INC		F309823	218406	RECHARGE FIRE EXTINGUISHERS	$171.71
PARADISE BOTTLED WATER CO		10/14-FIRE ST 71	218408	BOTTLED WATER	$92.99
		10/14-FIRE ST 72		BOTTLED WATER	$56.39
		10/14-FIRE ST 73		BOTTLED WATER	$47.24
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$3.64
POCKETINET COMMUNICATIONS INC		67082	218412	STATION INTERNET FEES-DEC	$140.25
RICHLAND ACE HARDWARE		208568	218416	KEYS/KEY RINGS	$9.71
		208640		EXTENSION CORD/HEATER	$119.11
		43840		SUPPLY TOTE	$11.90
		43905		ACETONE/BAGS	$12.97
		44018		BATTERY	$2.70
		44239		PRESSURE GAUGE	$25.97
SEA WESTERN INC	S016066	180512	218420	HAIZ AIRPOWER XR1 8" LEATHER Z	$254.51

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SEA WESTERN INC	S016066	180512	218420	SHIPPING	$12.18
SPRINT		891160522-128	218423	CELL PHONES 9/18-10/17	$108.62
UPTOWN CLEANERS		23021	218441	LINEN/UNIFORM LAUNDRY SRVCS	$316.72
		23085		LINEN/UNIFORM LAUNDRY SRVCS	$287.57
		23150		LINEN/UNIFORM LAUNDRY SRVCS	$279.35
		23220		LINEN/UNIFORM LAUNDRY SRVCS	$298.10
		23287		LINEN/UNIFORM LAUNDRY SRVCS	$281.53
VERIZON WIRELESS		9733999347	218444	MDT WIRELESS CHRGS 10/20-11/19	$336.17
				FIRE TOTAL****	**$5,316.99**
Division: 130 POLICE					
101 CLEANERS		10/14-9427360	218146	UNIFORM LAUNDRY SRVCS-OCT	$335.33
AMERICAN MESSAGING SERVICES LLC		W41007240K	218152	PAGER RENTAL-NOV 2014	$52.01
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$2,308.20
BLAZE CONE COMPANY, INC	P054514	26847	218168	12" BLAZE CONES ORANGE W/FREE	$246.00
BLUMENTHAL UNIFORM CO	P054324	87151-02	218169	BATES E04031 SIZE 7M VELOCITOR	$140.74
	P054324			SHIPPING	$11.91
CASCADE NATURAL GAS CORP		10/14-75997100005	218175	NAT GAS 871 GW WAY 9/18-10/21	$261.30
CHARTER COMMUNICATIONS		10/14-80070309703	218177	RPD INTERNET SRVCS 10/29-11/28	$60.37
CITY OF RICHLAND		14-249 JUDGE	218348	IACP CONF/ORLANDO/JUDGE	$1,193.00
		14-454 CROUCH		BOMB CONF/SAN DIEGO/CROUCH	$1,113.75
COBB, MICHAEL		14-533 COBB	218185	GRADUATION/BURIEN/COBB	$20.00
COFFEY REFRIGERATION		067083	218186	EVIDENCE FREEZER SERVICE CALL	$324.90
CROUCH, JASON		14-454 CROUCH	218355	BOMB CONF/RENTAL CAR/CROUCH	$212.47
DOMESTIC VIOLENCE SERVICES		23268	218200	DOMESTIC VIOLENCE SRVCS-SEP'14	$888.50
FRONTIER	S016081	11/14-206-1882614	218470	TELEPHONE CHARGE 11/19/14-12/1	$61.37
	S016072	11/14-253-0035792	218366	TELEPHONE CHARGE 11/7/14 - 12/	$640.02
JUDGE, DARRYL		14-249 JUDGE	218395	IACP CONF/BAGGAGE/CAB/JUDGE	$188.64
LARSEN GUNSMITHING & FIREARMS	S016041	8062	218398	SURFIER SF-400-BULK	$754.77
	S016041			SAFARLAND TRANSPORT HOOD PART	$76.02
LEE, CHRISTOPHER		14-534 LEE	218234	GRADUATION/BURIEN/LEE	$20.00
LEEDWAY LLC	P054390	ML10311412	218235	FREIGHT	$10.83
	P054390			ADJUST FOR TAX	($0.01)
	P054390			BA-3A00S-SM01 SAFARILAND SM01	$758.05
	P054390			TP17A SAFARILAND MOLLE POUCH:	$25.94
	P054390			TP21A SAFARILAND MOLLE POUCHE:	$43.27
OXARC INC		R303934	218249	OXYGEN CYLINDER	$7.59
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$71.96
				POSTAGE 10/1-10/31/14	$504.48
RECALL SECURE DESTRUCTION SERVICES INC		7346075752	218262	SHREDDING SRVCS-SEPT	$247.12
RIVER CITY TOWING INC		13605	218267	TOW SERVICE	$48.74
		13613		TOW SERVICE	$48.74

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RIVER CITY TOWING INC		13624	218267	TOW SERVICE	$48.74
SINKBEIL, DAN		MILEAGE	218421	SINKBEIL/MILEAGE BLEA ACADEMY	$234.08
TAYLOR, JEFFERY M		14-535 TAYLOR	218283	GRADUATION/BURIEN/TAYLOR	$20.00
TIM BUSH MOTOR COMPANY DBA		1124	218286	RPD VEHICLE WASHES-OCT	$262.50
TRANS UNION RISK & ALTERNATIVE DATA		10/14-204527	218289	RPD RECORDS SEARCH-OCT	$110.00
TREASURE VALLEY COFFEE CO		101666	218437	RPD COFFEE DELIVERY	$158.58
VERIZON WIRELESS		9734037616	218298	DATA CHARGES 10/20-11/19	$1,280.54
WA STATE CRIME PREVENTION ASSN		2014 DUES	218445	WSCPA 2014 DUES	$50.00
WA STATE CRIMINAL JUSTICE TRAINING		20114192	218299	PTO TRAINING FEE-MILLER	$75.00
				PTO TRAINING FEE-EDWARDS	$75.00
				PTO TRAINING FEE-FLORENCE	$75.00
				PTO TRAINING FEE-MCCAULEY	$75.00
				PTO TRAAINING FEE-NELSON	$75.00
WASHINGTON STATE PATROL		I15003082	218302	BACKGROUND CHECKS-OCT	$117.50
XEROX CORPORATION		076741465	218308	W7225 BASE CHRG/PRINTS-OCT	$179.16
		076741466		W7225 BASE CHRG/PRINTS-OCT	$241.93
		076741467		W7225 BASE CHRG/PRINTS-OCT	$269.64
		076741468		W7855 BASE CHRG/PRINTS-OCT	$559.95
		076741469		W7845 BASE CHRG/PRINTS-OCT	$217.15
				POLICE TOTAL****	**$14,800.78**
Division: 210 ADMINISTRATIVE SERVICES					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$31.59
				ADMINISTRATIVE SERVICES TOTAL****	**$31.59**
Division: 211 FINANCE					
CITY OF RICHLAND		112014	218181	CASHIER SHORTAGE-GOMEZ	$20.00
COLLECTORSOLUTIONS INC		2014274	218187	MERCHANT SRVC CHRGS-OCT 2014	$25,416.20
GAGNEBIN, JANE		2014 MILEAGE	218471	GAGNEBIN-MILEAGE 1/1-11/12/14	$157.97
GARDA CL NORTHWEST INC		10041328	218211	ARMORED CAR SRVCS-NOV 2014	$409.09
		20028237		EXCESS LIABILITY FEES-OCT	$253.80
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$3,367.45
				POSTAGE 10/1-10/31/14	$1,056.87
XEROX CORPORATION		076741470	218308	W7855 BASE CHRG/PRINTS-OCT	$367.80
		076741471		W7225 BASE CHRG/PRINTS-OCT	$161.91
				FINANCE TOTAL****	**$31,211.09**
Division: 212 PURCHASING					
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$4.66
PRINTER TECH SERVICE & SUPPLIES		17192	218258	LASER PRINTR FUSER UNIT	$243.68
				PURCHASING TOTAL****	**$248.34**
Division: 213 INFORMATION TECHNOLOGY					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$309.15

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BUILDERS HARDWARE & SUPPLY CO INC	P054570	S3363659.001	218459	BHS ACCESS CONTROL SERVICE- 3	$238.22
CITY OF RICHLAND		14-405 JOHNSTON	218348	HARRIS CONF/SAN DIEGO/JOHNSTON	$833.35
DICKEY, JONATHAN		PMI DUES	218199	DICKEY-PMI MEMBERSHIP	$139.00
HEWLETT PACKARD COMPANY	P054532	55061178	218218	HP CARE PACK, 5 YEARS, NEXT DA	$966.90
	P054532			HP PROLIANT DL380P GEN8 SERVER	$12,291.99
	P054532			HP PROLIANT DL380P GEN8 SERVER	$7,252.81
	P054532			HP CARE PACK, 5 YEARS, NEXT DA	$1,933.80
	P054513	55073031	218376	HP PROLIANT DL380P GEN8 SERVER	$8,405.49
	P054513			HP ProLiant DL380p Gen8 Server	$11,528.38
	P054513			HP PROLIANT DL380P GEN8SERVER-	$7,354.80
	P054513			HP CARE PACK, 5YEARS, NEXT DAY	$966.90
	P054513			HP CARE PACK, 5 YEARS, NEXT DA	$966.90
	P054513			HP CARE PACK, 5 YEARS, NEXT DA	$966.90
	P054513			HP C13-C14 WW250V 10AMP .7M JU	$18.97
	P054544	55082989		SERVER, HP PROLIANT DL380P	$6,153.89
	P054544			HP CARE PACK, 5YEARS, NEXT DAY	$966.90
	P054547	55097248	218475	MEMORY KIT, HP 8GB(1X8GB) DUAL	$1,644.43
MID COLUMBIA ENGINEERING INC	P053520	ST006934	218240	RICH AUSTILL, AS400 MNTNC SERV	$143.00
	P053520	ST006954	218400	RICH AUSTILL, AS400 MNTNC SERV	$143.00
PARADISE BOTTLED WATER CO		10/14-SHOPS	218253	BOTTLED WATER	$16.25
XEROX CORPORATION		076741462	218308	W7855 BASE CHRG/PRINTS-OCT	$69.86
				INFORMATION TECHNOLOGY TOTAL****	**$63,310.89**

Division: 220 HUMAN RESOURCES

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANOVAWORKS		37065	218155	DS-BREATH/NIDA	$79.00
		37310		DS BREATH-NIDA	$79.00
		37324	218318	PRE-EMPLOYMENT PHYSICAL	$811.00
		37404	218155	PRE-EMPLOYMENT MEDICAL	$863.00
		37437		ORE-EMPLOYMENT MEDICAL	$154.00
		37444	218318	DS-NIDA COMPLETE	$250.00
		37451		DS-NIDA COMPLETE	$114.00
				PRE-EMPLOYMENT PHYSICAL	$194.00
		37794		AUDIOGRAM	$28.00
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$41.58
CABOT DOW ASSOCIATES INC		C14-11/OCTOBER	218336	C14-011-LABOR NEGOTIATIONS-OCT	$11,564.66
CITY OF RICHLAND		14-529 BOWELL	218182	NHRM ACADEMY/SEATTLE/BOWELL	$191.00
		14-530 PARKER		NHRM ACADEMY/SEATTLE/PARKER	$933.12
HYAS GROUP LLC		1234	218378	4Q2014 DEFER COMP PLAN FEE	$8,500.00
		1235		DEFER COMP PLAN CONSULT FEE	$3,000.00
INDUSTRIAL HEARING SERVICE INC		14739	218382	ANNUAL AUDIOGRAMS-2014	$1,388.75
LOWE DAN R PHD		103114	218236	PSYCH TESTING-KOE	$800.00
				PSYCH TESTING-GOENEN	$800.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA ENGINEERING INC	P054370	ST006903	218240	CATHY ADKISSON, HR GENERALIST	$161.05
	P054370			CATHY ADKISSON, HR GENERALIST	$778.55
	P054370	ST006936		CATHY ADKISSON, HR GENERALIST	$626.40
	P054370	ST006956	218400	CATHY ADKISSON, HR GENERALIST	$939.60
MID COLUMBIA POLYGRAPH		103014	218241	PRE-EMPLOYMENT POLYGRAPHS	$750.00
		110614	218401	POLYGRAPH EXAM	$250.00
MOON, TAE-IM PHD		102314	218245	PSYCH EVALUATION-DONAHOE	$800.00
		110514		PSYCH EVALUATION-SANTANA	$900.00
		111914	218405	PSYCH EVALUATION	$800.00
PARADISE BOTTLED WATER CO		10/14-SHOPS	218253	BOTTLED WATER	$16.25
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$1.86
TALENT WISE INC		92072294	218282	BACKGROUNDS CHECKS-OCT	$328.83
TRANS UNION LLC		10450095	218288	CREDIT REPORT-OCT	$18.24
WASHINGTON CITIES INSURANCE AUTHORITY		RI-230	218447	FMLA TRNG/FACILITATION	$810.00
WASHINGTON STATE TREASURER	P054621	2014 DRIVERS LIST	218198	2014 - DRIVER RECORD REQUEST -	$1,287.00
XEROX CORPORATION		076741472	218308	W7855 BASE CHRG/PRINTS-OCT	$433.35
				HUMAN RESOURCES TOTAL****	**$38,692.24**
Division: 300	COMMUNITY &DEVELOPMENT SERVICE				
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$97.10
KING, WILLIAM B		111814	218230	KING-HEARING EXAMINER LUNCH	$53.94
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$30.72
				COMMUNITY &DEVELOPMENT SERVICE TOTAL****	**$181.76**
Division: 301	DEVELOPMENT SERVICES				
ABADAN INC		CNIN091942	218148	XEROX 6605 MAINT 10/23-11/22	$80.91
		CNIN092608	218310	XEROX 6605 MAINT 11/23-12/22	$80.91
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$310.96
BENTON COUNTY BOUNDARY REVIEW BOARD		DALLAS-I182	218325	REVIEW BOARD FEE-ANNEXATION	$50.00
MID COLUMBIA ENGINEERING INC	P054016	ST006935	218240	MCE CONTRACT: SHAUN SCHLUTER	$1,299.20
	P054016	ST006955	218400	MCE CONTRACT: SHAUN SCHLUTER	$1,624.00
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$25.46
US BANK EQUIPMENT FINANCE INC		265865212	218296	XEROX 6604 PYMT 12/6/14-1/5/15	$326.40
				DEVELOPMENT SERVICES TOTAL****	**$3,797.84**
Division: 302	REDEVELOPMENT				
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$61.83
CLARK, DAVID K		2014 SAX-RCC	218465	2014 WINTERFEST PERFORMANCE	$100.00
HANFORD MUSIC ASSOCIATION		2014 HH DRUM	218472	2014 WINTERFEST PERFORMANCE	$100.00
KENNEWICK HIGH SCHOOL		2014 KH DRUM	218479	2014 WINTERFEST PERFORMANCE	$100.00
KENNEWICK SCHOOL DISTRICT		2014 MARIMBA	218480	2014 WINTERFEST PERFORMANCE	$100.00
MID COLUMBIA MASTERSINGERS		2014 MCM	218486	2014 WINTERFEST PERFORMANCE	$750.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$12.50
RICHLAND HIGH SCHOOL		2014 CHOIR	218494	2014 WINTERFEST PERFORMANCE	$100.00
WALKER HEYE MEEHAN & EISINGER PLLC		15	218446	QUIET TITLE FINAL PAYMENT	$15,333.90
				REDEVELOPMENT TOTAL****	**$16,658.23**
Division: 330 PARKS & RECREATION ADMIN					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$146.89
				PARKS & RECREATION ADMIN TOTAL****	**$146.89**
Division: 331 PARKS & REC - RECREATION					
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$12.20
CAMARENA, DANA		NOVEMBER 2014	218461	SALSA INSTRUCTOR-NOV 2014	$411.79
CHARTER COMMUNICATIONS		11/14-80070321633	218342	RCC INTERNET SRVCS 11/10-12/9	$137.04
CITY OF PASCO		G092414	218345	SWIM TEAM FINALS-SOUND SYSTEM	$130.00
CITY OF RICHLAND		127926	218184	SCHOLARSHIP-TAE KWON-N PARKER	$44.75
		127928		SCHOLARSHIP- BBALL-CAMPBELL	$35.00
		127930		SCHOLARSHIP-YOUTH BBALL-WALKER	$35.00
		127933		SCHOLARSHIP-YOUTH BBALL-MAJOR	$35.00
		127935		SCHOLARSHIP-BBALL J HEAVENS	$35.00
		127937		SCHOLARSHIP-BBALL-A HEAVENS	$35.00
		127940		SCHOLARSHIP-BBALL-FORDHAM	$35.00
		MUSIC CAMP		SCHOLARSHIP-MUSIC CAMP-J LANG	$28.00
				SCHOLARSHIP-MUSIC CAMP-K LANG	$28.00
				SCHOLARSHIP-MUSIC CAMP-S LANG	$133.00
FRONTIER	S016081	11/14-206-1882614	218470	TELEPHONE CHARGE 11/19/14-12/1	$177.54
MID COLUMBIA ENGINEERING INC	P053647	ST006962	218400	RP2 FITNESS INSTRUCTOR	$150.42
	P053647			RP2 FITNESS INSTRUCTOR	$199.93
MILESTONES ATHLETIC SUPPLY INC		81822	218402	RUBBER BASKETBALLS (44)	$452.69
MILLER, JO ANN		C13-062/OCT 2014	218242	CLASS INSTRUCTOR-OCT 2014	$749.16
		NOVEMBER 2014	218403	CLASS INSTRUCTOR-NOV 2014	$292.63
OXARC INC		R303674	218406	HELIUM TANK RENTAL FEE	$7.59
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$25.82
THRASHER, BEVERLY		NOVEMBER 2014	218430	FOOT CARE CLASSES-NOV 2014	$772.80
TREASURE VALLEY COFFEE CO		101718	218437	RCC COFFEE DELIVERY	$53.61
URM STORES INC		C30858628	218442	CREAMER PACKETS	$21.99
XEROX CORPORATION		076253529	218452	W7855 BASE CHRG/PRINTS-SEPT	$231.35
				W7855 BASE CHRG/PRINTS-SEPT	$171.07
		076741456		W7855 BASE CHRG/PRINTS-OCT	$231.35
				W7855 BASE CHRG/PRINTS-OCT	$81.60
				PARKS & REC - RECREATION TOTAL****	**$4,754.33**
Division: 335 PARKS & REC - PARKS&FACILITIES					
ABM JANITORIAL NORTHWEST		7303296	218311	JANITORIAL SRVCS-NOV	$9,417.47

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ABM JANITORIAL NORTHWEST		7321609	218311	EXTERIOR WINDOW CLEANING-RPD	$328.63
		7321610		CARPET CLEANING-FS 71	$282.65
		7321611		CLEAN EXTERIOR WINDOWS-703BLDG	$340.00
		7321612		CITY HALL-REMOVE COBWEBS	$68.82
		7321613		ANNEX-CARPET CLEANING	$383.67
		7321614		CLEAN CITY HALL WINDOWS	$293.34
				CLEAN ANNEX WINDOWS	$40.60
				CLEAN FIRE STATION CARPETS	$521.00
		7321843		SWIM POOL JANITORIAL SRVCS	$300.46
ANOVAWORKS		37397	218155	PHYSICAL-DOT EXAM	$110.00
ARAMARK UNIFORM SERVICES INC	S016074	10/14-934962000	218319	LINEN CHARGES FOR OCTOBER, 201	$310.08
ASBESTOS AND MOLD SOLUTIONS INC	P054622	886	218456	REMOVE ASBESTOS IN CITY HALL	$1,086.50
	P054620	887		REMOVE ASBESTOS IN FIRE STATIO	$5,663.07
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$123.47
				287243288881 9/27-10/26/14	$99.30
BEAVER BARK & ROCK		644791	218322	SOIL	$43.28
		644831		SOIL	$64.92
		646859		COMPOST SOIL	$45.46
BENTON COUNTY SHERIFF'S OFFICE		10/14-WORK CREW	218326	WORK CREW 22-OCTOBER	$5,804.23
		6/14-WORK CREW	218163	WORK CREW-JUNE	$10,310.30
		9/14-WORK CREW		WORK CREW-SEPTEMBER	$2,071.75
CITY OF RICHLAND		10/2014-24	218180	#24 LANDFILL FEES	$2,492.95
		14-504 MOORE	218348	SIEMENS WS OPS/SEATTLE/MOORE	$185.00
COFFEY REFRIGERATION		067077	218186	RCC FRIDGE SERVICE CALL	$1,942.40
COMPLETE CLEANING SYSTEMS		6089	218191	CLEAN WAREHOUSE FLOOR	$175.00
EMAINT ENTERPRISES LLC	P054625	123892	218201	SOFTWARE RENEWAL, eMAINT CMMS,	$1,920.00
EWING IRRIGATION PRODUCTS INC		8854296	218361	POLY PIPE CUTTER	$34.20
		8873304	218205	STEEL EDGE STAKES	$173.22
		8873305	218361	IRRIGATION BOXES	$95.73
FAMILY FARMS DBA	P054321	C14-80/PYMT 1	218206	FOOTBALL FIELD RETAINING WALL	$5,218.44
FRONTIER	S016081	11/14-206-1882614	218470	TELEPHONE CHARGE 11/19/14-12/1	$29.13
IRRIGATION SPECIALISTS INC		1128875-01	218223	BALL VALVE/TEES/PVC PIPE	$2,235.76
		1128875-02		PVC PIPE	$39.86
		1128888-01		BALL VALVE	$41.89
		1129008-01		PVC CEMENT/TEES/BUSHINGS	$131.33
		1129195-01		PVC ELLS/NIPPLES	$18.94
		1129466-01		WIRE	$543.00
		1518194-01		PVC PIPE	($39.86)
JOHNSON, WESLEY		111414	218386	JOHNSON-CALL OUT MEAL	$8.00
JT AUTOMOTIVE PARTS INC DBA		319867	218387	SOCKET/EXTENSION	$40.59
KELLER SUPPLY COMPANY		S008060825.001	218396	FITTING	$5.96

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KELLER SUPPLY COMPANY		S008060825.002	218396	WATER HEATER	$1,942.19
LAKELAND RESTORATION SERVICES LLC	P054437	07-373A	218482	ADJUST SALES TAX	($0.01)
	P054437			APPLY MILFOIL TREATMENT TO COL	$15,842.67
NORTHWEST SHADE TREES LLC	S015973	1867	218247	NORTH RED OAK, 2.5 CALIBER	$282.00
	S015973			RED SUNSET MAPLE, 2.5 CALIBER	$1,661.00
	S015973			GREEN PILLAR OAK, 3 CALIBER	$621.00
	S015973			SHADEMASTER LOCUST TREE, 2.5	$1,183.00
	S015973			ARMSTRONG MAPLE, 3 CALIBER	$1,242.00
	S015973			CRIMSON KING MAPLE, 3 CALIBER	$358.00
	S015973			FASTIGIATUM COLUMNAR TULIP TRE	$228.00
	S015973			GREENSPIRE LINDEN, 3 CALIBER	$184.00
	S015973			BOWHALL MAPLE, 3 CALIBER	$615.00
	S015973			SALES TAX @ 8.3%	$529.04
OXARC INC		F309755	218249	RECHARGE FIRE EXTINGUISHERS	$116.64
		R303897		ACETYLENE CYLINDERS	$189.25
		R303900		CO2 LIQUID	$95.85
PACIFIC BACKFLOW SERVICES LLC		1411071202	218407	RCC/RPD RETEST BACKFLOW	$357.78
PAPE' MATERIAL HANDLING		7311688	218252	TOOTH GRIND	$776.35
PARDINI, MANUEL		111414	218409	PARDINI-CALL OUT MEAL	$8.00
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$3.32
PRO BUILD COMPANY LLC		71452413	218259	2X10'S LUMBER	$71.81
REXEL INC DBA	S016026	F428478	218264	ELECTRONIC LIGHTING CONTROLLER	$1,100.75
		F467699		SCREW COVER BOX	$72.49
RICHLAND ACE HARDWARE		43913	218265	WASP SPRAY	$14.06
		43956		SIMPLE GREEN CLEANER	$10.28
		43963		BALL VALVE	$19.48
		43981		SOCKET ADAPTER	$4.32
		43985		SOCKET ADAPTER	$14.37
		44117	218416	SPRAY PAINT	$24.27
		44118		ICE SCRAPER	$2.48
		44125		PVC NIPPLE/NOZZLE	$6.26
		44126		MAILBOX/BRACKET/SPRAY PAINT	$80.09
SUNTOYA CORPORATION	S015980	80839	218427	FREIGHT	$524.93
	S015980			PUMP HOUSING FOR HEAT RECOVERY	$1,960.45
	S015980			CIRCULATING PUMP FOR BOILERS A	$8,956.97
	S015980			MOTOR FOR HEATING WATER PUMP &	$1,265.42
	S015980			CIRCULATING PUMP FOR HOT WATER	$326.07
	S015980			PUMP FOR CHILLER LOOP AT POLIC	$1,963.48
	S015980			PUMP VOLUTE/SHAFT EXT/SHAFT	$910.91
	S015980			MOTOR FOR CHILLED WATER LOOP A	$560.00
THE PERSONAL TOUCH CLEANING INC		49067	218285	JANITOR SRVCS-BLDG 100	$3,147.27

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THE PERSONAL TOUCH CLEANING INC		49068	218285	JANITOR SRVCS-BLDG 200	$883.98
		49069		JANITOR SRVCS-BLDG 300	$672.76
		49109		JANITOR SRVCS-RCC	$4,413.86
		49110		JANITOR SRVCS-LIBRARY	$4,787.33
TRI CITIES BATTERY & AUTO REPAIR		0099622	218438	FIRE ALARM BATTERIES	$97.15
WALLA WATER INC DBA		13515	218301	TEST REMOTES STATION 72	$124.55
WESMAR COMPANY INC		209138	218448	BIO PWER/SOLENOID VALVE COIL	$447.87
				PARKS & REC - PARKS&FACILITIES TOTAL****	**$111,699.28**
Division: 338 PARKS & REC - PROJECT ADMIN					
BADGER MOUNTAIN IRRIGATION DISTRICT		02-525	218158	SUNDANCE PARK RECORDING FEE	$72.00
XEROX CORPORATION		076741462	218308	W7855 BASE CHRG/PRINTS-OCT	$64.00
				PARKS & REC - PROJECT ADMIN TOTAL****	**$136.00**
Division: 900 NON-DEPARTMENTAL					
AMBRAD-CHALELA, ESTEBAN MD PLLC		CIP2013-001	218313	C58-13 CIP 2013 REIMBURSEMENT	$8,550.00
ARBAUGH & ASSOCIATES INC		1382	218156	ARBAUGH CONTRACT FEES-OCT'14	$1,470.00
CITY OF PASCO		COP 00998	218178	2015 ANIMAL TAGS-BLUE	$1,140.00
		M111314		ANIMAL SHELTERING SRVCS-NOV	$19,515.64
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$173.30
STATE AUDITOR'S OFFICE		L105517	218276	AUDIT SERVICES JUL-OCT 2014	$1,657.00
				NON-DEPARTMENTAL TOTAL****	**$32,505.94**
				GENERAL FUND Total ***	**$426,549.43**
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
AMERICA WEST ENVIRONMENTAL SUPPLIES INC	S016048	11032	218314	32.68 TONS OF CCB, 5815 GALLON	$6,429.85
AMERICAN ROCK PRODUCTS INC		217078	218316	CONCRETE	$311.37
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$86.77
BENTON PUD		11/14-72866300000	218167	WYE LIGHTS-BADGER REPEATER	$54.82
CITY OF RICHLAND		14-407 RENZ	218464	NWPMA CONF/SEATTLE/RENZ	$978.49
FRONTIER	S016081	11/14-206-1882614	218470	TELEPHONE CHARGE 11/19/14-12/1	$53.53
	S016081			TELEPHONE CHARGE 11/19/14-12/1	$29.14
HERTZ EQUIPMENT RENTAL CORP		27750412-001	218217	LIQUID PROPANE	$74.76
		27756069-001		LIQUID PROPANE	$27.66
		27757514-001		LIQUID PROPANE	$82.97
HOME DEPOT CREDIT SERVICES	S016070	1583310	218377	WIRE, TIES, SLEEVES	$15.49
INLAND ASPHALT CO		32-2043136	218383	ASPHALT	$30.32
		32-2044583		TACK OIL	$154.18
		32-2044605		ASPHALT	$60.65
RICHLAND ACE HARDWARE		208619	218265	EXTENSION CORDS	$151.57
		208624		NIPPLES/ELBOWS	$5.49

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		208646	218265	TAMPER WITH HANDLE	$43.31
		208655		FASTENERS	$7.80
		208663		ANTI-FREEZE	$64.85
		44075		NIPPLE	$1.40
		44096		ANTI-FREEZE	$32.43
TRAFFIC SAFETY SUPPLY CO INC	S016044	990837	218434	SUPER BUNDY ADHESIVE PADS, 8"	$383.75
	S016044			FREIGHT	$110.90
XEROX CORPORATION		076741462	218308	W7855 BASE CHRG/PRINTS-OCT	$49.51
				STREETS MAINTENANCE TOTAL****	**$9,241.01**

Division: 402 ARTERIAL STREETS

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC		216687	218153	CONCRETE	$598.36
		216963	218316	CONCRETE	$810.95
		217461		CONCRETE	$429.90
IMT INC		5912	218221	ROBERTSON DR TESTING M14196	$3,490.00
INLAND ASPHALT CO		32-2038546	218222	ASPHALT	$64.28
		32-2044583	218383	TACK OIL	$151.62
		32-2044590		ASPHALT	$251.08
		32-2044594		ASPHALT	$121.30
		32-2044601		ASPHALT	$121.30
WATTS CONSTRUCTION INC	P054113	C106-14/PYMT 5	218507	ROBERTSON DR EXTENSION, ROAD A	$546,512.75
				ARTERIAL STREETS TOTAL****	**$552,551.54**
				CITY STREETS Total ***	**$561,792.55**

FUND 110 LIBRARY

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LIBRARY REFUND		LIBRARY REFUND	218357	BERTSCH-REFUND LOST BOOK FEES	$49.25
				CELEBRATE WORLD/RETURN	$60.00
				MCDUFFIE REFUND RETURNED BOOK	$46.35
				VAN DYKEN/REFUND LIBRARY FEE	$36.95
				EVERETT LIB-MATERIALS RETURNED	$39.95
				HOLIMAN-RETURNED LOST BOOK	$15.00
				CARLSON-RETURNED LIBRARY BOOK	$10.99
				BROWN/RETURNED LIBRARY BOOK	$7.99
				WALKER-RETURNED BOOKS REFUND	$33.90
				CARTERBY-RETURNED BOOK	$6.99
				AMADOR-RETURNED BOOK	$11.00
				PERLOT-RETURNED BOOK	$11.86
				DONOFRIO-RETURNED LOST BOOK	$12.99
				JONES/RETURNED LOST BOOK	$5.50
				CURRAN/RETURNED LOST BOOK	$5.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LIBRARY REFUND		LIBRARY REFUND	218357	JOHANSEN/RETURNED LIBRARY BOOK	$4.99
				RISTE/RETURNED LIBRARY BOOK	$3.99
				FLUHARTY-RETURNED LOST BOOK	$7.99
				LANDSMAN-RETURNED LOST BOOK	$13.95
				RAINES-RETURNED BOOK-REFUND	$9.00
				REFUND BOOK FEES/LABRECQUE	$15.95
				REFUND LIBRARY FEES/CHAPMAN	$16.00
				LINDERMANN-RETURNED BOOKS	$16.94
				MINISTER'S DAUGHTER/RETURN	$16.95
				JOHNSON-BOOK RETURNED	$18.99
				MACKEBON-REFUND LOST BOOK FEES	$18.99
				PARAZIN-REFUND LOST BOOK FEES	$19.95
				DOTSON/RETURNED LOST BOOK	$25.95
				ALIK-RETURNED DVD	$29.98
				PEREZ-MATERIALS RETURNED	$29.99
				TURNER-REFUND LOST BOOK FEES	$31.32
				HAMMOND/RETURNED LOST MAGAZINE	$3.95
TRAVELERS		6769F7144/2015	218504	LIBRARY ART INSURANCE POLICY	$1,500.00
				TOTAL****	**$2,138.60**

Division: 303 LIBRARY

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASCADE NATURAL GAS CORP		11/14-61897100006	218175	NAT GAS 955 NORTHGATE	$555.74
CITY OF RICHLAND		14-480 ADAMS	218182	WALE CONF/CHELAN/ADAMS	$273.96
COLUMBIA INDUSTRIES SUPPORT LLC		159029	218190	SHREDDING SRVCS-OCT	$82.08
FRONTIER	S016072	11/14-509-9433152	218366	TELEPHONE CHARGE 11/4/14 - 12/	$400.03
ICON ENTERPRISES DBA		151973	218379	HOME PAGE LAYOUT CHANGE	$487.35
IDENTISYS INC		234990	218380	DATA CARD PRINTER MAINT-DEC	$16.25
OCLC INC		0000357194	218248	CATALOGING SRVCS-OCT 2014	$985.33
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$456.60
SILLER, DAURICE		14-479 SILLER	218272	WALE CONF/CHELAN/SILLER	$97.00
UNIQUE MANAGEMENT SERVICES INC		294750	218294	COLLECTION SRVCS-OCT	$232.70
XEROX CORPORATION		076741478	218308	W7225 BASE CHRG/PRINTS-OCT	$264.00
		076741479		W7225 BASE CHRG/PRINTS-OCT	$158.68
		076741480		W7225 BASE CHRG/PRINTS-OCT	$136.75
		076741481		W7225 BASE CHRG/PRINTS-OCT	$188.61
				LIBRARY TOTAL****	**$4,335.08**
				LIBRARY Total ***	**$6,473.68**

FUND 112 INDUSTRIAL DEVELOPMENT FUND

Division: 305 ECONOMIC DEVELOPMENT

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARBAUGH & ASSOCIATES INC		1382	218156	ARBAUGH CONTRACT FEES-OCT'14	$150.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$12.41
CITY OF RICHLAND		14-431 MOORE	218348	ICSC CONF/SAN DIEGO/MOORE	$122.00
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$6.48
RGW ENTERPRISES PC	P053800	10/14-CWCP	218415	INCREASE TO PURCHASE ORDER PER	$1,472.50
	P053800	10/14-HORN RAPIDS		INCREASE TO PURCHASE ORDER PER	$1,732.50
	P053800	10/14-HRBC		INCREASE TO PURCHASE ORDER PER	$665.00
	P053800	10/14-POLAR 2		INCREASE TO PURCHASE ORDER PER	$2,850.00
	P053800	10/14-SI STEEL		INCREASE TO PURCHASE ORDER PER	$285.00
TRIDEC		1258	218293	C69-14 RECRUITMENT FEE-NOV	$3,000.00
				ECONOMIC DEVELOPMENT TOTAL**	**$10,295.89**

Division: 306 ECONOMIC DEVELOPMENT PROJECTS

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HDR ENGINEERING INC		00427135-H	218374	C14-09 HR TRACK E/C SUPPORT	$3,650.03
RPC LLC	P054451	6078	218498	ADJUST SALES TAX	$0.01
	P054451			PURCHASE AND DELIVERY OF	$6,124.36
	P054451			C/O #1 DELIVER AND UNLOAD	$252.69
				ECONOMIC DEVELOPMENT PROJECTS TOTAL**	**$10,027.09**
				INDUSTRIAL DEVELOPMENT FUND Total ***	**$20,322.98**

FUND 150 HOTEL/MOTEL FUND

Division: 307 HOTEL/MOTEL TAX

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND SCHOOL DISTRICT #400		AR0002523	218417	C118-14 RTI-PLC INSTITUTE	$250.00
TRI CITIES VISITOR & CONVENTION BUREAU		153003	218292	TCVCB MONTHLY DUES-OCT	$15,753.04
				HOTEL/MOTEL TAX TOTAL**	**$16,003.04**
				HOTEL/MOTEL FUND Total ***	**$16,003.04**

FUND 151 SPECIAL LODGING ASSESSMENT

Division: 339 TOURISM PROMOTION AREA

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITIES VISITOR & CONVENTION BUREAU		OCT 2014	218292	SPECIAL LODGING ACCESS OCT'14	$42,436.68
				TOURISM PROMOTION AREA TOTAL**	**$42,436.68**
				SPECIAL LODGING ASSESSMENT Total ***	**$42,436.68**

FUND 153 COMMUNITY DEV BLOCK GRANT

Division: 308 CDBG PROGRAM

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENERGY INCENTIVES INC		402 SANFORD	218359	OO REHAB/402 SANFORD/KAPPL	$90.00
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$13.22
				CDBG PROGRAM TOTAL**	**$103.22**
				COMMUNITY DEV BLOCK GRANT Total ***	**$103.22**

FUND 380 PARK PROJECT CONSTRUCTION

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 337 PARKS & REC PROJECTS					
BEAVER BARK & ROCK		645467	218161	CONCRETE	$294.53
HERTZ EQUIPMENT RENTAL CORP		27695926-001	218375	SOD CUTTER RENTAL	$75.81
		27732585-001	218217	SOD CUTTER RENTAL FEE 11/4/14	$81.23
ROWAND MACHINERY CO		166057	218419	BACK HOE RENTAL FEE 11/3-11/9	$812.25
		166583		BACKHOE DIESEL USAGE FEE	$86.64
				PARKS & REC PROJECTS TOTAL****	**$1,350.46**
				PARK PROJECT CONSTRUCTION Total ***	**$1,350.46**
FUND 401 ELECTRIC UTILITY FUND					
Division: 000					
FASTENAL COMPANY	P054613	WARIC46716	218363	SS BOLT, ASSEMBLY, 1/2-13 X 1-	$572.69
	P054613			SS BOLT, ASSEMBLY, 1/2-13 X 1-	$543.23
HD SUPPLY POWER SOLUTIONS LTD	P054521	2693569-00	218215	WIRE, GUY 7/16 UTILITY GRADE,	$1,906.08
KDL HARDWARE SUPPLY INC	P054534	550894	218229	PADLOCK, AMERICAN 5560	$2,847.42
PACIFIC METERING INC	P054434	14-0926-4434B	218250	TEST SWITCH 3 PH, 10 POLE F/C,	$5,047.68
REXEL INC DBA	S015983	F296875	218264	CT WINDOW PLATE, 5.5"	$394.23
	P054507	F506757		CABLE, SEC, UG 4/0 AL XLP USE/	$629.22
	S015983	F520842	218414	CT,2000:5A,600V,5.5" WINDOW,	$866.38
VALMONT INDUSTRIES INC	S015933	CD2059021	218443	STANDARD, STEEL DIRECT BURY	$2,631.69
				TOTAL****	**$15,438.62**
Division: 501 BUSINESS SERVICES					
ARBAUGH & ASSOCIATES INC		1382	218156	ARBAUGH CONTRACT FEES-OCT'14	$840.00
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$27.84
				287243288881 9/27-10/26/14	$908.24
FRONTIER	S016081	11/14-206-1882614	218470	TELEPHONE CHARGE 11/19/14-12/1	$89.84
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$5.44
				POSTAGE 10/1-10/31/14	$22.70
XEROX CORPORATION		076741462	218308	W7855 BASE CHRG/PRINTS-OCT	$61.82
				BUSINESS SERVICES TOTAL****	**$1,955.88**
Division: 502 ELECTRICAL ENGINEERING					
ABADAN INC		CNIN091942	218148	XEROX 6605 MAINT 10/23-11/22	$20.23
		CNIN092608	218310	XEROX 6605 MAINT 11/23-12/22	$20.23
CITY OF RICHLAND		14-513 HILL	218182	SES SOFTWARE TRNG/HOUSTON/HILL	$937.52
US BANK EQUIPMENT FINANCE INC		265865212	218296	XEROX 6604 PYMT 12/6/14-1/5/15	$81.60
				ELECTRICAL ENGINEERING TOTAL****	**$1,059.58**
Division: 503 POWER OPERATIONS					
BENTON PUD	P053493	11/14-4419818251	218167	SAFETY TRAINING - 2014	$2,708.42
		11/14-72866300000		WYE LIGHTS-BADGER REPEATER	$11.95
BOYD'S TREE SERVICE LLC	P053496	3686	218171	TREE PRUNING SVC-JAN 1 THRU AP	$7,189.60

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOYD'S TREE SERVICE LLC	P053496	3697	218333	TREE PRUNING SVC-JAN 1 THRU AP	$5,392.20
CONSTRUCTION AHEAD INC DBA		24042-07	218194	STEVENS DR TRAFFICE CONTROL	$3,102.50
GRAINGER	S016073	9590164399	218369	DIGITAL CLAMP METER ITEM #20E8	$421.72
GRAYBAR ELECTRIC CO INC	S016028	975814583	218370	HUBBELL POWER SPIRAL CONDUCTOR	$626.88
HOME DEPOT CREDIT SERVICES	S016070	22186	218377	DEWALT 18V RECIP SAW	$101.86
	S016070	571635		1/2" DRIVE INVOICE #571635	$3.99
	S016070	9032700		DEWALT 18V RECIP SAW	$101.86
INLAND ASPHALT CO		32-2038546	218222	ASPHALT	$60.65
OXARC INC		F308241	218249	FIRE EXTINGUISHER TRAINING	$761.35
RICHLAND ACE HARDWARE		208580	218265	POP-UP SPRINKLERS	$12.96
		208581		ELBOWS/TEES/SPRINKLER HEADS	$10.96
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T014-N11-003	218271	SLAB SAW-THAYER DRIVE	$455.81
TRI CITIES BATTERY & AUTO REPAIR		98836	218291	12V BATTERIES	$45.55
TYNDALE ENTERPRISES INC	P053495	819015	218439	FIRE RETARDANT CLOTHING-2014	$1,054.50
UNITED PARCEL SERVICE	S016068	000986641474	218295	GROUND PKG TO HJ ARNETT 11/21/	$28.97
	S016078	000986641484	218440	ADDITIONAL WEIGHT & HANDLING	$53.94
	S016078			4 GROUND PKGS TO HJ ARNETT FOR	$30.28
				POWER OPERATIONS TOTAL****	**$22,175.95**

Division: 504 SYSTEMS DIVISION

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ABB INC	P054355	7102437485	218453	POWER TRANSFORMER LOAD TAP CHA	$13,254.00
HERTZ EQUIPMENT RENTAL CORP		27736532-001	218217	COMPRESSOR RENTAL FEE 11/6/14	$81.23
ITRON INC	P053677	352232	218384	TECH SUPPORT PER CONTRACT	$2,157.01
SCHWEITZER ENGINEERING LABORATORIES INC	P054408	6055-609862	218499	NEMA 4 ENCLOSURE WITH SWING PA	$6,836.98
	P054408			NEMA 4 ENCLOSURE WITH SWING PA	$5,827.62
	P054408	6055-614211		NEMA 4 ENCLOSURE WITH SWING PA	$17,482.87
	P054408			ADJUST SALES TAX	($0.01)
	P054408			NEMA 4 ENCLOSURE WITH SWING PA	$5,827.62
	P054408			NEMA 4 ENCLOSURE WITH SWING PA	$11,655.25
	P054408			NEMA 4 ENCLOSURE WITH SWING PA	$11,655.25
	P054408			NEMA 4 ENCLOSURE WITH SWING PA	$11,655.25
	P054408			NEMA 4 ENCLOSURE WITH SWING PA	$17,482.87
UTILITIES PLUS LLC		4024	218297	LOCATING SRVCS-OCT	$10,255.00
				SYSTEMS DIVISION TOTAL****	**$114,170.94**

Division: 505 ENERGY POLICY MGMT

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR/WEATHERWISE	P054604	100600	218162	S NIKESON-RECORD LIEN; AC# 100	$72.00
	P054604	1223220 RELEASE		M JENNINGS-LIEN RELEASE; AC#	$72.00
	P054639	122780	218324	B HILL-RECORD LIEN; AC# 122780	$72.00
	P054639	143460 RELEASE		K STALLWOOD-LIEN RELEASE; AC#	$72.00
	P054604	172720 RELEASE	218162	D JAMES-LIEN RELEASE; AC# 1727	$72.00
	P054604	221340 RELEASE		M LEMIEUX-RELEASE LIEN; AC# 22	$72.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR/WEATHERWISE	P054604	241980 RELEASE	218162	R BISHOP-RELEASE LIEN; AC# 241	$72.00
	P054604	350460 RELEASE		T BUTLER-LIEN RELEASE; AC# 350	$72.00
	P054639	361440 RELEASE	218324	D CRAWFORD-LIEN RELEASE; AC#	$72.00
	P054639	432100 RELEASE		B RACHINSKI-LIEN RELEASE; AC#	$72.00
	P054604	693300 RECORD	218162	C CEARLOCK - RECORD LIEN; AC#	$72.00
	P054604	713960		J JOHNSON - RECORD LIEN; AC#	$72.00
	P054604	740860 RECORD		D SHINGLEDECKER-RECORD LIEN; A	$72.00
	P054604	740860 RELEASE		D SHINGLEDECKER-LIEN RELEASE;	$72.00
	P054604	754180 RELEASE		D ANDERSON-LIEN RELEASE; AC#	$72.00
	P054604	800080		P GAUMNITZ - RECORD LIEN; AC#	$72.00
BENTON PUD		11/14-3287762373	218328	ELECTRIC SRVCS 10/20-11/21	$594.42
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P054073	358545	218174	NLDL POLICY & ELECTRIC RATE	$1,038.75
CITY OF RICHLAND		120240	218349	505 COTTONWOOD-REBATE- WIN	$757.62
		120480		500 COTTONWOOD-REBATE-HP/PTCS	$1,400.00
		173840A		1014 CEDAR-REBATE-WIN/INS	$1,468.80
		200720	218183	1212 BIRCH-REBATE-WINDOWS	$809.28
		401460 REBATE		805 CATSKILL-REBATE-WIN	$38.20
		761380	218349	303 GAGE #104-REBATE-HP	$1,000.00
		801740		189 EDGEWOOD-REBATE- WIN	$1,513.02
		881000		1417 OXFORD-REBATE-HP/PTCS	$1,200.00
DELTA HEATING & COOLING INC		22808	218197	2321 DAVISON-REBATE-HP/PTCS	$1,400.00
	P054573	22968	218358	EE LOAN: JERRY JOHNSON, 315 GU	$6,893.30
ENERGY INCENTIVES INC	P053489	CORAUGUST2014	218202	PROF SERVICES FOR 2014 RESIDEN	$2,175.00
	P053489	CORSEPT2014		PROF SERVICES FOR 2014 RESIDEN	$2,265.00
HELMES INC DBA		1645 MOLLY MARIE	218216	ES HOME REBATE-1645 MOLLY MARI	$1,000.00
		620 CAMY CT		ES HOME REBATE-620 CAMY CT	$1,000.00
INDIAN SPRINGS SWIM CLUB INC		11128-FY2015-0004	218381	237INDIAN SPRG-LIGHTING REBATE	$1,405.00
IWI INC		68599	218385	1909 HOOD-REBATE-INSULATION	$287.28
		68726	218224	71 CANYON-REBATE-WINDOWS	$1,224.00
	P054567	68798		EE LOAN: A RODRIGUEZ, 1014 CED	$2,254.00
		68828	218385	1731 HORN-REBATE-INSULATION	$1,125.60
JACOBS & RHODES INC	P054357	111498	218225	EE LOAN: M AESCHLIMAN, 303 GAG	$6,258.66
		111522		613 CASCADE-REBATE-HEAT PUMP	$1,000.00
	P054468	111524		EE LOAN: S CLARK, 500 COTTONWO	$6,714.60
M CAMPBELL & COMPANY INC		678520	218238	2345 DAVISON-REBATE-H PUMP	$1,000.00
		680855		538 MEADOWS S-REBATE-H PUMP	$1,000.00
		680938		1490 DESERT SPRG-REBATE-HPUMP	$1,000.00
PERFECTION GLASS	P054642	9936412161	218410	EE LOAN: W RUSSELL, 189 EDGEWO	$8,974.55
		9936413713		1304 HAINS-REBATE-WINDOWS	$85.80
		9936413915	218255	303 GAGE #119-REBATE-WINDOWS	$233.28

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PERFECTION GLASS		9936414247	218255	422-424 DOUGLAS-REBATE-WINDOWS	$1,055.82
	P054036	9936414370	218410	EE LOAN: CW BROWN, 1218 WILLAR	$4,401.31
		9936414578	218255	2309 MURIEL CT-REBATE-WINDOWS	$1,548.00
ROBERTS CONSTRUCTION INC	P054512	3355	218418	EE LOAN: J BOWEN, 505 COTTONWO	$4,304.93
SMITH INSULATION INC		13255-CofR	218273	1921 PEACHTREE-REBATE-INSULATI	$1,943.77
		15233-CofR		1113 OXFORD-REBATE-INSULATION	$666.80
TOTAL ENERGY MANAGEMENT INC		51654WWR	218432	722 REDWOOD-REBATE- HP	$1,000.00
TRANS UNION LLC		10402929	218288	CREDIT REPORT SRVCS	$4.41
				ENERGY POLICY MGMT TOTAL****	**$73,193.20**
				ELECTRIC UTILITY FUND Total * **	**$227,994.17**

FUND 402 WATER UTILITY FUND

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ABSOLUTE EXCAVATING LLC		13-01790	218149	REFUND HYDRANT METER #337	$750.00
				REFUND HYDRANT METER #337	($30.00)
				REFUND HYDRANT METER #337	($108.96)
				REFUND HYDRANT METER #337	($370.24)
ALL CITY RESTORATION & REMODELING LLC		14-00077	218150	REFUND HYDRANT METER #348	($35.60)
				REFUND HYDRANT METER #348	$750.00
				REFUND HYDRANT METER #348	($30.00)
				REFUND HYDRANT METER #348	($1.12)
BADGER MOUNTAIN IRRIGATION DISTRICT		2014-3RD QTR	218321	BADGER SOUTH WTR CONNECT FEES	$1,500.00
BATTELLE PNNL		14-00128	218160	REFUND HYDRANT METER #350	($30.00)
				REFUND HYDRANT METER #350	$750.00
BMB DEVELOPMENT INC		14-00087	218170	REFUND HYDRANT METER #369	($24.64)
				REFUND HYDRANT METER #369	($49.04)
				REFUND HYDRANT METER #369	($30.00)
				REFUND HYDRANT METER #369	$750.00
CITY OF RICHLAND		CUST #21471	218179	CUST#21471 INVOICE#22073	$270.80
				CUST#21471 INVOICE#22194	$99.44
		CUST#21504		CUST#21504 INVOICE#22621	$35.60
		CUST#21505		CUST#21505 INVOICE#23072	$49.04
COLUMBIA COMMUNITY CHURCH		13-01640	218189	REFUND HYDRANT METER #336	$750.00
				REFUND HYDRANT METER #336	($30.00)
				REFUND HYDRANT METER #336	($109.76)
CONNER CONSTRUCTION		14-01785	218193	REFUND HYDRANT METER #321	($98.56)
				REFUND HYDRANT METER #321	($30.00)
				REFUND HYDRANT METER #321	$750.00
FAMILY FARMS DBA		14-01991	218206	REFUND HYDRANT METER #336	$750.00
HOLIDAY INN EXPRESS		14-01851	218219	REFUND HYDRANT METER #321	($38.08)
				REFUND HYDRANT METER #321	$750.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOLIDAY INN EXPRESS		14-01851	218219	REFUND HYDRANT METER #321	($30.00)
PAHLISCH HOMES INC		14-01094	218251	REFUND HYDRANT METER #348	($10.08)
				REFUND HYDRANT METER #348	($30.00)
				REFUND HYDRANT METER #348	$750.00
STONECREEK LAND DESIGN & DEVELOPMENT		14-01764	218278	REFUND HYDRANT METER #337	($25.76)
				REFUND HYDRANT METER #337	$750.00
				REFUND HYDRANT METER #337	($30.00)
T TAP CONSTRUCTION SERVICES		14-00820	218280	REFUND HYDRANT METER #316	($30.00)
				REFUND HYDRANT METER #316	$750.00
				REFUND HYDRANT METER #316	($66.08)
		14-01791		REFUND HYDRANT METER #316	$750.00
				REFUND HYDRANT METER #316	($30.00)
				REFUND HYDRANT METER #316	($42.56)
WATTS CONSTRUCTION INC		14-01723	218303	REFUND HYDRANT METER #353	$750.00
				TOTAL****	**$10,394.40**
Division: 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1382	218156	ARBAUGH CONTRACT FEES-OCT'14	$540.00
				WATER ADMINISTRATION TOTAL****	**$540.00**
Division: 412 WATER OPERATIONS					
ANOVAWORKS		37740	218155	PHYSICAL-DOT EXAM	$110.00
ARAMARK UNIFORM SERVICES INC	S016074	10/14-934962000	218319	LINEN CHARGES FOR OCTOBER, 201	$40.67
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$152.15
BENTON FRANKLIN HEALTH DISTRICT		6796	218166	WATER SAMPLES	$3,490.00
CASCADE NATURAL GAS CORP		10/14-28638100009	218175	NAT GAS 110 SAINT 9/18-10/21	$18.61
		11/14-28638100009		NAT GAS 110 SAINT 10/22-11/13	$16.87
ENERGY NORTHWEST		ENV02461	218360	WATER SAMPLES	$42.00
JT AUTOMOTIVE PARTS INC DBA		321283	218387	DE-ICER	$51.72
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$17.31
UNITED PARCEL SERVICE	S016068	000986641474	218295	NEXT DAY AIR TO XYLEM WATER	$22.12
				WATER OPERATIONS TOTAL****	**$3,961.45**
Division: 413 WATER MAINTENANCE					
ABSOLUTE EXCAVATING LLC		13-01790	218149	REFUND HYDRANT METER #337	($100.00)
ANOVAWORKS		37274	218155	PHYSICAL-DOT EXAM	$110.00
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$242.62
CENTRAL HOSE & FITTINGS INC		399799	218176	BRASS FITTINGS	$77.11
FASTENAL COMPANY		WARIC46592	218207	TRU BOLTS	$33.89
GRAINGER	S016073	9588623927	218369	CARBON IMPREGNATED FILTER ITEM	$143.86
HD FOWLER COMPANY INC	S016030	I3787866	218373	12" EXTENSION FOR M & H 129 SE	$460.82
		I3789409		PIPE FITTINGS	$269.72
JT AUTOMOTIVE PARTS INC DBA		321376	218387	WINDSHIELD WASH	$5.57

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		R303896	218249	ACETYLENE CYLINDER	$60.00
RICHLAND ACE HARDWARE		43945	218265	FURNACE FILTER	$1.61
		44067		FASTENERS	$1.02
XEROX CORPORATION		076741462	218308	W7855 BASE CHRG/PRINTS-OCT	$48.46
				WATER MAINTENANCE TOTAL****	**$1,354.68**
				WATER UTILITY FUND Total ***	**$16,250.53**

FUND 403 WASTEWATER UTILITY FUND

Division: 422 SEWER OPERATIONS

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$130.20
BENTON FRANKLIN HEALTH DISTRICT		6832	218327	WASTEWATER SAMPLES	$116.00
CITY OF RICHLAND		10/2014-25	218347	#25 BIOSOLIDS/LANDFILL FEES	$2,319.22
FEDERAL EXPRESS CORP		2-838-44856	218208	SHIP SAFETY VIDEO	$4.85
FISHER SCIENTIFIC COMPANY, LLC	P054594	1422140	218209	COD TEST KIT, 0-1500 PPM, 30 P	$26.04
	P054594			COD TEST KIT, 0-15000 PPM, 300	$26.04
	P054594			FREIGHT	$5.96
	P054594			ADJUST SALES TAX	($0.01)
	P054594	1491671		BUFFER SOLUTION, pH 7.00, COLO	$155.95
	P054594			BUFFER SOLUTION, pH 10.00, COL	$158.07
	P054594			ADJUST SALES TAX	$0.01
FRONTIER	S016081	11/14-206-1882614	218470	TELEPHONE CHARGE 11/19/14-12/1	$58.27
GREEN MOUNTAIN TECHNOLOGIES INC	P054533	503	218213	WINDROW MANAGER 900MHZ BASE ST	$1,001.78
	P054533			FREIGHT	$16.36
HACH COMPANY	P054611	9114606	218371	HANDLING FEE	$9.17
	P054611			M-FC BROTH WITH ROSOLIC ACID,	$230.52
HERTZ EQUIPMENT RENTAL CORP		27751041-001	218217	LIQUID PROPANE	$10.38
OXARC INC		R303895	218249	ACETYLENE CYLINDER RENTAL	$15.17
PARADISE BOTTLED WATER CO		10/14-WASTEWATER	218253	BOTTLED WATER	$357.30
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$16.74
RICHLAND ACE HARDWARE		43960	218265	LIQUID BLEACH	$4.31
		44087		HALOGEN WORKLIGHT	$29.23
		44135		MASTER KEY	$5.39
				SEWER OPERATIONS TOTAL****	**$4,696.95**

Division: 423 SEWER MAINTENANCE

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$176.20
CENTRAL HOSE & FITTINGS INC		399696	218176	BUSHINGS/ELBOWS	$500.06
COLUMBIA BASIN HOTSY LLC		13139	218188	DEFOAMER	$70.70
FASTENERS INC		S4112297.001	218364	BRAKE & PARTS CLEANER	$32.49
JT AUTOMOTIVE PARTS INC DBA		321385	218387	GAS ADDITIVE/WINDSHIELD WASH	$41.58
PARAMOUNT SUPPLY COMPANY		044844	218254	TEES/BUSHINGS/UNIONS	$266.19

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POOL CARE PRODUCTS INC		116813	218257	FOAM OUT	$54.15
		117648		FOAM OUT	$20.04
PRO BUILD COMPANY LLC		71452135	218259	CHALKLINE REEL/SIDING/2X6'S	$446.01
REXEL INC DBA		F540797	218414	POWER SUPPLY	$328.47
RICHLAND ACE HARDWARE		208572	218265	COUPLINGS	$13.61
		208573		COUPLINGS/GALV NIPPLE	$8.97
		208612		DEODORIZER/SIMPLY GREEN	$24.89
		43989		RAID INSECT SPRAY	$35.14
		44059		LIQUID BLEACH	$6.48
ROGERS MACHINERY COMPANY INC		966402	218269	REPLACE INLET VALVE	$654.13
STEEBER'S LOCK SERVICE		10401	218277	REMOVE BROKEOFF IGNITION KEY	$75.81
		10436		SERVICE CALL-UNLOCK DOOR	$97.47
		3442		VAC TRUCK DUPLICATE KEYS	$12.83
		3448		TRANSPONDER DUPLICATES (2)	$194.94
		3454		BOOM TRUCK-DUPLICATE KEYS	$5.39
THE DRAIN SURGEON		102114	218429	SNAKE MANHOLE CASEY&DAVENPORT	$182.76
WESTERN STATES EQUIPMENT COMPANY		MR6301017502	218305	TRENCH BOX RENTAL 10/13-10/16	$331.23
				SEWER MAINTENANCE TOTAL****	**$3,579.54**
				WASTEWATER UTILITY FUND Total ***	**$8,276.49**

FUND 404 SOLID WASTE UTILITY FUND

Division: 432 SOLID WASTE COLLECTION

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANOVAWORKS		37324	218318	HEPATITIS B VACCINE	$80.00
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$122.65
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$2.65
RICHLAND ACE HARDWARE		208618	218265	EXTENSION CORD	$29.23
		208649		EXTENSION CORDS	$58.46
		44134		EXTENSION CORDS	$90.94
		44201	218416	HEATER/DE-ICER/TAPE	$58.51
				SOLID WASTE COLLECTION TOTAL****	**$442.44**

Division: 433 SOLID WASTE DISPOSAL

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANOVAWORKS		37451	218318	PHYSICAL DOT	$110.00
ARAMARK UNIFORM SERVICES INC	S016074	10/14-934962000	218319	LINEN CHARGES FOR OCTOBER, 201	$99.85
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$32.82
BENTON COUNTY SHERIFF'S OFFICE		10/14-WORK CREW	218326	WORK CREW 22-OCTOBER	$1,934.82
		6/14-WORK CREW	218163	WORK CREW-JUNE	$4,366.80
		9/14-WORK CREW		WORK CREW-SEPTEMBER	$1,036.08
FASTENAL COMPANY		WARIC46701	218363	THERMAL GLOVES	$59.06
		WARIC46714		THERMAL GLOVES	$143.42
FRONTIER	S016081	11/14-206-1882614	218470	TELEPHONE CHARGE 11/19/14-12/1	$116.10

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER	S016081	11/14-206-1882614	218470	TELEPHONE CHARGE 11/19/14-12/1	$1,031.00
MITCHELL, FRANK		NOVEMBER 2014	218487	MITCHELL-MILEAGE 11/1-11/30	$39.20
		OCTOBER 2014	218243	MITCHELL-MILEAGE OCT 2014	$35.28
XEROX CORPORATION		076741441	218308	W7225 BASE CHRG/PRINTS-OCT	$164.36
				SOLID WASTE DISPOSAL TOTAL****	**$9,168.79**
				SOLID WASTE UTILITY FUND Total ***	**$9,611.23**

FUND 405 STORMWATER UTILITY FUND

Division: 441 STORMWATER

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$17.12
BENTON COUNTY SHERIFF'S OFFICE		6/14-WORK CREW	218163	WORK CREW-JUNE	$1,698.20
		9/14-WORK CREW		WORK CREW-SEPTEMBER	$4,144.32
				STORMWATER TOTAL****	**$5,859.64**
				STORMWATER UTILITY FUND Total ***	**$5,859.64**

FUND 407 MEDICAL SERVICES FUND

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMBULANCE REFUND		2014-02475	218413	CLAIM PAID BY L&I	$616.00
				TOTAL****	**$616.00**

Division: 121 AMBULANCE

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC		81475750	218331	SAFETY GLASSES	$60.30
		81560616		RESTRAINT STRAPS	$26.19
		81564611		MIDAZOLAM VIALS	$50.24
		81566008		ATROPINE/DEXTROSE/LIDOCAINE	$104.46
		81566009		LORAZEPAM	$110.18
		81566010		GAUZE/O2 MAX STRAPS	$128.49
		81568648		EXAM GLOVES/GLUCOSE STRIPS	$209.42
		81569897		SALINE/BVM'S/IV SETS/BANDAGES	$473.00
		81571212		SALINE/SYRINGE NEEDLES	$93.73
		81571213		ANTIMICROBIAL WIPES	$16.72
		81572703		IV SETS/SALINE/TUBING/GLOVES	$686.88
		81579403		EXAM GLOVES	$37.66
		81583147		NIBP CUFFS	$103.02
		81583148		IV SETS/SALINE/MEGAMOVERS	$541.89
		81583149		EXAM GLOVES	$75.33
		81584755		DRAIN TUBING	$21.66
		81586149		CHUX UNDERPADS	$49.27
		81586150		GLUCAGEN/DEXTROSE/EPI	$603.98
		81587743		DILTIAZEM	$50.99
		81589438		MIDAZOLAM	$37.29

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC		81592535	218331	NASAL CANNULAS	$8.40
		81592536		FENTANYL	$102.53
		81593958		ELECTRODES/ET TUBES/IV SETS	$922.51
BRAUN NORTHWEST INC	P053779	17137	218172	ONE (1) 2014 BRAUN NORTHSTAR 1	$161,515.45
	P053779			UTILIZE RE-UPHOLSTERY OF CAB S	$864.80
	P053779			UTILIZE 4-ALCOA ALUMINUM WHEEL	$1,891.75
	P053779			ADDITIONAL CHANGE ORDERS PER	$3,837.55
CHAPLAIN SERVICES NETWORK		RFD3RDQTR	218341	CHAPLAIN SRVCS-SEPT 2014	$446.25
CITY OF RICHLAND		14-515 HEMPSTEAD	218348	WSCP CONF/SEATAC/HEMPSTEAD	$159.00
		14-516 HUNTINGTON	218182	WSCP CONF/SEATAC/HUNTINGTON	$459.69
		14-518 WROOLIE		WSCP CONF/SEATAC/WROOLIE	$410.23
GOULD, ZACH		14-531 GOULD	218212	MEDIC UNIT/CHEHALIS/GOULD	$38.00
HARRINGTON'S TROPHIES		73230	218372	COMMAND BOARDS	$66.71
OXARC INC		PSS8822	218406	OXYGEN CYLINDER LEASE	$304.62
		PST4299		MEDICAL OXYGEN	$68.34
		PST4319		MEDICAL OXYGEN	$29.88
PARADISE BOTTLED WATER CO		10/14-FIRE ST 71	218408	BOTTLED WATER	$31.00
		10/14-FIRE ST 72		BOTTLED WATER	$18.80
		10/14-FIRE ST 73		BOTTLED WATER	$15.75
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$320.54
POCKETINET COMMUNICATIONS INC		67082	218412	STATION INTERNET FEES-DEC	$46.75
RICHLAND ACE HARDWARE		43772	218416	UTILITY BOX/TAPE	$14.59
		44221		TARPS/STORAGE TOTE	$91.99
SEA WESTERN INC	S016046	180282	218420	HAIX AIRPOWER XR1 8" LEATHER Z	$509.01
	S016046			SHIPPING	$13.54
SPRINT		147658811-084	218423	LIFEPAK CHRGS 10/15-11/14	$151.24
		891160522-128		CELL PHONES 9/18-10/17	$36.20
STERICYCLE INC		3002801675	218426	BIO WASTE DISPOSAL FEE	$47.03
		3002819042		BIO WASTE DISPOSAL FEE	$47.03
VERIZON WIRELESS		9733999347	218444	MDT WIRELESS CHRGS 10/20-11/19	$224.11
WROOLIE, MICHAEL		14-518	218307	WSCP CONF/FUEL/WROOLIE	$94.19
		14-532 WROOLIE		MEDIC UNIT/CHEHALIS/WROOLIE	$231.53
				AMBULANCE TOTAL**	**$176,499.71**
				MEDICAL SERVICES FUND Total * **	**$177,115.71**

FUND 501 CENTRAL STORES FUND

Division: 000

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMSAN	P054519	323678862	218455	CLEANER, NON-ACID DISINFECTANT	$746.75
				TOTAL**	**$746.75**

Division: 903 CENTRAL STORES

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		076741474	218308	D95 PRNTSHOP COPIER PRINTS-OCT	$293.94
		076741476		C75PRINT SHOP COPIER LEASE-NOV	$1,162.96
				CENTRAL STORES TOTAL****	**$1,456.90**
				CENTRAL STORES FUND Total ***	**$2,203.65**

FUND 502 EQUIPMENT MAINTENANCE FUND

Division: 214 EQUIPMENT MAINTENANCE

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
A & E TOWING LLC		4375	218147	TOWING VEH 5033 WO 37476	$487.35
AMERICAN RADIATOR INC		AA094150	218315	REPAIRS VEH 6435 WO 37585	$86.88
AMERICAN WEST CHROME INC		55582	218154	STEERING ASSY VEH 3285 37268	$360.64
		55601	218317	CYL ASSY REPAIR VEH 3310 37368	$1,158.81
ANOVAWORKS		36462	218155	PYHSICAL-DOT EXAM	$110.00
		37443	218318	HEPATITIS B/INFLUENZA	$240.00
ARAMARK UNIFORM SERVICES INC	S016074	10/14-934962000	218319	LINEN CHARGES FOR OCTOBER, 201	$212.76
ASE		ORD-853274-WXHTS7	218157	ASE TESTING/KIMBELL	$168.00
BASIN EXPRESS LLC		71214	218159	FREIGHT FEE VEH 3309 WO 37543	$11.50
BIG WEST EQUIPMENT		925817	218330	FILTERS VEH 7149 WO 37491	$319.42
BRAUN NORTHWEST INC		17164	218334	DOME LIGHT VEH 5037 WO 37554	$34.22
CENTRAL HOSE & FITTINGS INC		399711	218176	HOSE VEH 3308 WO 37456	$5.63
		399712		VALVES VEH 3175 WO 37469	$32.86
		399852		AIR HOSE VEH 5033 WO 37476	$36.10
		400055	218338	INSTAGRIPS VEH 3267 WO 37540	$25.63
		400174		HOSES VEH 3267 WO 37559	$46.48
COLUMBIA BASIN HOTSY LLC		13179	218350	SS WAND WITH SOAP NOZZLE	$127.39
COMMERCIAL TIRE INC		202378	218351	TIRES VEH 3281 WO 37525	$140.79
		202379		TIRES VEH 3290 WO 37528	$123.46
		202387		FLAR REPAIR VEH 3175 WO 37524	$37.36
		202548		TIRES VEH 1101 WO 37575	$67.15
		202549		TIRES VEH 1103 WO 37576	$67.15
		202550		TIRES VEH 1207 WO 37577	$67.15
		202597		TIRES VEH 1106 WO 37574	$67.15
		202598		TIRES VEH 1105 WO 37573	$67.15
		202600		TIRES VEH 0308 WO 37572	$134.69
		202667		TIRES VEH 3314 WO 37578	$1,833.30
		202787		TIRES VEH 1348 WO 37595	$54.15
		202822		TIRES VEH 3278 WO 37642	$837.64
		202827		TIRES VEH 2327 WO 37635	$67.15
		202835		TIRES VEH 2400 WO 37637	$678.90
		202854		TIRES VEH 1204 WO 37634	$67.15
		202855		TIRES VEH 1208 WO 37633	$67.15
		202856		TIRES VEH 1108 WO 37632	$382.20

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		202861	218351	TIRES VEH 2344 WO 37631	$67.15
		202862		TIRES VEH 1102 WO 37630	$67.15
		202863		TIRES VEH 2410 WO 37629	$67.15
		202881		FLAT REPAIR VEH 6962 WO 37681	$16.04
		202884		FLAT REPAIR VEH 7113 WO 37682	$22.76
		202913		FLAT REPAIR VEH 7119 WO 37636	$71.25
		202918		TIRES VEH 3203 WO 37676	$411.83
		202923		TIRES VEH 1107 WO 37675	$67.15
		202926		TIRES VEH 2409 WO 37674	$67.15
		202927		TIRES VEH 2257 WO 37673	$67.15
		202928		TIRES VEH 0308 WO 37672	$67.15
		202929		TIRES VEH 2408 WO 37671	$67.15
		202934		TIRES VEH 1209 WO 37670	$67.15
		202935		TIRES VEH 3310 WO 37677	$1,361.12
		202936		TIRES VEH 3310 WO 37679	$1,734.75
		202937		TIRES VEH 2314 WO 37669	$67.15
		202938		TIRES VEH 1382 WO 37668	$67.15
		202939		TIRES VEH 1104 WO 37667	$67.15
		202940		TIRES VEH 1205 WO 37666	$67.15
		202942		TIRES VEH 1203 WO 37665	$67.15
		202943		TIRES VEH 1371 WO 37664	$67.15
		202995		TIRES VEH 2383 WO 37680	$651.61
		203075		TIRES VEH 1202 WO 37727	$697.25
		203077		TIRES VEH 1211 WO 37726	$67.15
		203190		TIRES VEH 1376 WO 37729	$553.17
		203199		TIRES VEH 3283 WO 37728	$1,046.62
		203207		TIRES VEH 1210 WO 37725	$67.15
		203264		TIRES VEH 2304 WO 37736	$459.39
		203265		TIRES VEH 2393 WO 37734	$783.39
		203291		TIRES VEH 2365 WO 37733	$641.13
CUMMINS NORTHWEST LLC		013-78225	218356	FUEL PUMP TESTER VEH 5033	$400.60
FAST SIGNS		139-49982	218362	NUMBERS VEH 3325 WO 37660	$23.39
		139-50055		VEH NUMBERS VEH 6591 WO 37647	$31.19
FASTENERS INC		S4104554.001	218364	TIE WRAP/GLOVES	$290.37
FRONTIER INDUSTRIAL CORP		9135	218210	PADDLES VEH 7141 WO 37182	$3,084.75
G & R AG PRODUCTS INC		2150204-0001-02	218367	PUMP VEH 3266 WO 37560	$166.69
GENUINE AUTO GLASS OF TRI CITIES LLC		605880	218368	WINDSHIELD VEH 3276 WO 37569	$144.79
GROVER DYKES AUTO GROUP INC DBA		351282	218214	WHEEL CAP VEH 2399 WO 37570	$58.17
HOME DEPOT CREDIT SERVICES	S016070	4040761	218377	BLADES INVOICE #4040761 10/2	$44.12
JIM'S PACIFIC GARAGES INC		1147199	218227	BRAKES VEH 3285 WO 37268	$184.51
		1147872		BRACE VEH 3280 WO 37493	$131.55

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JIM'S PACIFIC GARAGES INC		1147873	218227	BRACKET VEH 3280 WO 37493	$85.51
		1148093		VALVES VEH 3306 WO 37588	$278.18
		1148561		PARKING BRAKE VEH 5031 37616	$791.47
JT AUTOMOTIVE PARTS INC DBA		319335	218387	SIGNAL LAMP VEH 3248 WO 37320	$42.38
		319336		CASTERS VEH 3285 WO 37268	$60.63
		319409		SPRAY PAINT VEH 4136 WO 37272	$6.45
		319668		FUEL FILTER VEH 7146 WO 37643	$20.52
		319670		FUEL FILTER VEH 7146 WO 37643	$20.52
		319677		FUEL FILTER VEH 7152 WO 37644	$21.14
		319691		FUEL FILTER VEH 7146 WO 37643	$21.14
		319692		FUEL FILTER VEH 3269 WO 37532	$14.15
		319752		FUEL FILTER VEH 7152 WO 37644	$20.52
		319754		GASKETS VEH 7146 WO 37643	$2.56
		319854		SP WIRE SET VEH 2418 WO 37474	$32.76
		319935		LAMP VEH 3248 WO 37405	$7.60
		320002		EXHAUST FLUID VEH 7146 37417	$10.82
		320024		WIPERS VEH 5039 WO 37388	$24.90
		320025		WIPERS VEH 5038 WO 37366	$25.66
		320030 REPAY		CREDIT NOT OURS-REPAY VENDOR	$356.34
		320050		BRAKES VEH 2382 WO 36544	$174.83
		320052		MIRROR VEH 3278 WO 37425	$1.41
		320053		WIRE VEH 3328 WO 37426	$16.28
		320060		BRAKE DRUMS VEH 2382 WO 36544	$120.08
		320067		ADHESIVE VEH 5029 WO 37055	$13.44
		320254		CABLE LOOM VEH 3309 WO 37267	$15.16
		320271		FILTERS VEH 3291 WO 37453	$238.51
		320301		WIPERS VEH 2371 WO 37457	$21.42
		320309		BRK CLEANER VEH 2368 WO 37322	$33.16
		320311		BRK CLEANER VEH 3315 WO 37451	$28.07
		320316		PEDAL PAD VEH 3382 WO 36544	$9.27
		320320		FILTERS VEH 2373 WO 37478	$18.09
		320321		BRAKES VEH 2377 WO 37479	$133.95
		320328		SHOCKS VEH 2320 WO 37494	$108.26
		320329		BRK CLEANER VEH 7142 WO 37377	$56.14
		320334		FILTERS VEH 2390 WO 37506	$18.09
		320335		FILTERS VEH 2320 WO 37495	$11.99
		320336		HEX HP VEH 3308 WO 37456	$10.29
		320371		WARRANTY VEH 5044 WO 37335	($127.04)
		320387		FUEL FILTER VEH 3330 WO 37319	$52.85
		320388		WIPERS VEH 2373 WO 37479	$9.52
		320414		RETURN BRAKE PADS VEH 2377	($140.21)

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		320418	218387	BATTERY VEH 2344 WO 37492	$93.60
		320438		AIR FILTER VEH 3175 WO 37469	$31.14
		320476		WIPERS VEH 2320 WO 37494	$19.47
		320483		SEALANT VEH 3309 WO 37267	$30.53
		320488		EXHAUST FLUID VEH 3318 37502	$21.64
		320490		BRK CLEANER VEH 3280 WO 37437	$19.63
		320493		BRK CLEANER VEH 4400 WO 37468	$18.71
		320494		SIGNAL LAMPS VEH 4111 WO 37449	$33.01
		320496		STARTER HANDLE VEH 3247 37477	$4.07
		320516		FUSES VEH 3308 WO 37456	$4.33
		320517		RETURN FUSE VEH 3308 WO 37456	($1.08)
		320525		GROMMETS VEH 3175 WO 37469	$5.80
		320575		WIPERS VEH 1201 WO 37287	$24.89
		320613		FP TESTER VEH 5033 WO 37476	$37.89
		320618		TIE RODS VEH 3203 WO 37353	$63.88
		320730		CONNECTOR VEH 3267 WO 37531	$15.36
		320732		CONNECTOR VEH 3266 WO 37530	$15.36
		320883		WATER PUMP VEH 3256 WO 37538	$163.39
		320884		BRK CLEANER VEH 3285 WO 37268	$28.07
		320893		FILTER VEH 5033 WO 37476	$29.02
		320910		HOSE CLAMP PLIERS	$60.64
		320926		SQUEEGEE'S	$84.24
		320990		SNOW BRUSHES VEH 9500 WO 37566	$61.57
		321032		SWITCH VEH 6587 WO 37563	$13.52
		321036		STARTER VEH 3276 WO 37569	$214.64
		321040		ANTIFREEZE VEH 3306 WO 37562	$149.46
		321092		IMPACT WRENCH	$108.29
		321093		FITTINGS VEH 3296 WO 37069	$338.37
		321119		BATTERY VEH 2381 WO 37441	$118.49
		321150		FILTERS VEH 3219 WO 37646	$91.72
		321234		BATTERY VEH 6435 WO 37585	$112.20
		321242		SPRAY PAINT VEH 3219 WO 37345	$4.46
		321260		HYDRAULIC FILTER VEH 3332	$12.44
		321263		TRAILER HITCH VEH 3218 37548	$660.06
		321291		HOSES VEH 6435 WO 37585	$26.44
		321319		BRK CLEANER VEH 3312 WO 37589	$5.61
		321323		THREADLOCKER VEH 3244 37338	$32.13
		321327		FUSES VEH 3308 WO 37593	$11.90
		321344		FILTERS VEH 2345 WO 37603	$16.30
		321345		BRAKE HOSES VEH 4129 WO 37537	$55.49
		321355		GASKETS VEH 6435 WO 37585	$1.02

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		321362	218387	BRK CLEANER VEH 1103 WO 37580	$5.61
		321364		BRK CLEANER VEH 3283 WO 37579	$8.41
		321373		FILTERS VEH 3306 WO 37601	$69.16
		321382		BATTERY VEH 1207 WO 37591	$202.47
		321390		MASKING TAPE	$41.92
		321429		LOWBEAM BULB VEH 3301 WO37604	$9.53
		321430		EXHAUST FLUID VEH 3331 WO37605	$14.86
		321431		BRK FLUID VEH 2282 WO 37606	$22.30
		321440		NON-CONTACT THERMOMETER	$71.16
		321456		WATER PUMP VEH 2282 WO 37606	$178.20
		321457		BRAKES VEH 2282 WO 36951	$232.34
		321486		EXHAUST FLUID VEH 7146 WO37613	$14.86
		321487		EXHAUST FLUID VEH 3313 WO37614	$14.86
		321512		CONN PLUG VEH 4131 WO 37607	$5.96
		321515		RETURN HOSES VEH 4129 37537	($45.46)
		321525		WIRE BRUSHES VEH 3175 WO37469	$55.20
		321558		ELECTRICAL TAPE VEH 6587 37563	$5.85
		321562		BATTERY VEH 4152 WO 37623	$104.90
		321573		CLEANERS VEH 5033 WO 37476	$14.47
		321575		FILTERS VEH 3292 WO 37625	$135.28
		321576		FILTERS VEH 2383 WO 37628	$15.66
		321591		AA BATTERIES	$12.42
		321592		BATTERIES VEH 3284 WO 37602	$309.98
		321604		BRAKE DRUMS VEH 2282 WO 37606	$102.08
		321607		EXCHANGE BRAKES VEH 2282 37606	($4.82)
		321616		ADDITIVE VEH 2282 WO 37606	$20.77
		321618		HITCHPIN VEH 2282 WO 37606	$6.30
		321629		RETURN FILTERS VEH 5042 37296	($99.83)
		321643		RETURN HOSE CLAMP PILERS	($69.03)
		321650		DISC PAD VEH 2282	$23.11
		321652		BRAKE ROTORS VEH 2282	$81.72
KNUDSEN, CURTIS A		379391	218231	WIRE FEED TOOLS	$108.25
MCCURLEY CHEVROLET		864921	218399	SEAT COVERS VEH 3301 WO 37661	$238.21
		867344		RELAY MODULE VEH 2344 37492	$1,175.75
		867583		DOOR CHECK VEH 3266 WO 37530	$53.54
		867752		SWITCH VEH 3289 WO 37533	$15.84
		867851		BOLTS VEH 2344 WO 37492	$18.94
		868189		BLOWER MOTOR VEH 2345 37592	$218.69
		868272		HOSES VEH 2345 WO 37609	$109.54
		868452		FUEL PUMP VEH 3257 WO 37608	$822.43
		868664		HANDLES VEH 3302 WO 37656	$25.43

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		868683	218399	HOSE VEH 3302 WO 37656	$75.24
		868721		CABLE VEH 2282 WO 37606	$30.15
		868724		BRAKE PADS VEH 3289 WO 37684	$309.30
MONARCH MACHINE & TOOL CO INC		A174170	218244	DOOR HINGE VEH 3281 WO 37441	$64.78
		A174235	218404	MACHINE WORK VEH 3175 WO 37469	$116.64
		A174369		WELD REPAIR VEH 3219 WO 37345	$38.00
OXARC INC		PSU6545	218406	SHOP GASES	$195.69
PAPE' MATERIAL HANDLING		7331671	218252	FILTERS VEH 6559 WO 37408	$21.89
		7331674		FILTERS VEH 6559 WO 37408	$101.73
		7333815		FILTERS VEH 6559 WO 37408	$151.36
PETERSON PACIFIC CORP		CI-000017778	218411	AIR FILTERS VEH 7143 WO 37638	$232.34
RICHLAND ACE HARDWARE		44078	218265	TOGGLE SWITCH VEH 6587 WO37563	$8.97
ROWAND MACHINERY CO		164951	218419	ELEMENTS VEH 7142 WO 37622	$430.01
		167124		RETURN BOLTS/WASHERS VEH 7142	($105.92)
		167645		U-JOINTS VEH 7142 WO 37688	$993.87
SIX STATES DISTRIBUTORS INC		06 217128	218422	SOLENOID VALVE VEH 3175 37469	$171.95
		06 217276		BRAKES VEH 4129 WO 37537	$394.19
		06 217316		M/C ASSY VEH 4129 WO 37537	$80.91
SONSHINE COLLISION SERVICES INC		28000	218274	REPAIR VEH 1211 WO 37615	$3,462.78
STANDARD PAINT & FLOORING LLC		425307	218424	PAINT VEH 0800 WO 37406	$54.86
TACOMA SCREW PRODUCTS INC		22105237	218428	SCREWS VEH 3312 WO 37663	$5.08
		22105276		CARBIDE BURR SET VEH 3312	$284.59
		22106026	218281	UNIONS VEH 3310 WO 37368	$89.25
		22106362	218428	DRILL BITS VEH 3244 37338	$70.64
TEREX SERVICES		90226722	218284	SHAFT/PIN VEH 3219 WO 37345	$900.30
TIRE FACTORY INC DBA		03-103318	218431	ALIGNMENT VEH 3330 WO 37662	$56.26
		03-103662	218287	BALANCE WHEELS VEH 5043 37600	$196.26
TRANSPORT EQUIPMENT CO INC DBA		168200	218290	FUEL FILTERS VEH 7152 37644	$67.27
		168375	218435	TORQUE RODS VEH 3244 WO 37338	$6,891.48
		168442		BRAKES VEH 3203 WO 37353	$281.56
		168450		RETURN BRAKES VEH 3203 37353	($281.56)
		168494		BLADES VEH 3308 WO 37456	$56.62
		168739		ANTENNA VEH 3203 WO 37353	$74.07
		168974		IPR SOCKET	$27.14
		169090		BRAKE KIT VEH 3285 WO 37268	$119.28
		169162		PLIERS	$31.02
		169242		PAINT GUN	$82.73
		169444		GASKET VEH 5033 WO 37476	$21.38
		169580		ADJ KITS VEH 3281 WO 37590	$2,967.81
		169654		CAMSHAFT VEH 3281 WO 37590	$202.84
		169801		FILTER KITS VEH 5031 WO 37650	$115.90

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRANSPORT EQUIPMENT CO INC DBA		169891	218435	GOVERNOR VEH 3281 WO 37590	$39.26
		169896		BRAKE KITS VEH 3320 WO 37678	$309.60
		215623		CORE RETURN VEH 3281 WO 37371	($586.44)
		215714		RETURN CORES VEH 3281 37590	($158.34)
TRI CITIES BATTERY & AUTO REPAIR		0100051	218438	BATTERY VEH 6543 WO 37645	$67.14
WESTERN PETERBILT INC		H230352	218304	SWITCH VEH 3309 WO 37267	$31.51
		H230409		SWITCH VEH 3308 WO 37267	$45.63
		H230511	218508	RETURN SWITCH VEH 3308 37267	($45.63)
		H230512		RETURN SWITCH VEH 3309 37267	($31.51)
		H230647	218304	U-JOINTS VEH 3244 WO 37338	$346.73
		H230797		VALVE VEH 3175 WO 37469	$206.52
		H230906		SWITCH VEH 3213 WO 37547	$29.01
		H230936		FILTERS VEH 3332 WO 37546	$130.18
		H231411	218508	SWITCH VEH 3311 WO 37619	$32.57
		H231492		AIR DRYER VEH 3281 WO 37590	$426.78
WESTERN STATES EQUIPMENT COMPANY		PC000450053	218449	HAULING CHRGS VEH 7074 37621	$235.50
		PC000450054		HAULING CHRGS VEH 7121 37620	$235.50
		PC110287886	218509	PLUG VEH 3315 WO 37755	$14.38
		PC110288686	218449	COUPLINGS VEH 3314 WO 37454	$19.23
		PC110288915		LATCH VEH 7138 WO 37522	$130.14
		PC110288916		TUBES VEH 5033 WO 37476	$138.62
		PC110289231		COUPLERS VEH 5033 WO 37476	$271.12
		PC110289532		COUPLINGS VEH 3244 WO 37338	$15.86
		PC110289533		COUPLINGS VEH 3283 WO 37579	$35.65
		PC110289622		SLEEVES VEH 3281 WO 37590	$447.70
		WO110100088		PERF MAINT VEH 7131 WO 37618	$5,214.95
		WO110100238	218509	ENGINE REPAIR VEH 3291 37452	$2,741.21
WESTERN SYSTEMS & FABRICATION INC		9625	218450	GRABBERS VEH 3283 WO 37266	$2,005.08
		9627	218306	SV MONITOR VEH 3309 WO 37267	$636.26
		9630		ELEMENTS VEH 3315 WO 37451	$263.32
		9668		AIR ACTUATOR VEH 3310 WO 37368	$912.01
		9676	218450	SWITCH VEH 3308 WO 37456	$175.31
		9693		CAMERA VEH 3310 WO 37536	$364.59
		9696		AIR VALVES VEH 3285 WO 37268	$742.63
		9707		SOLENOID VEH 3310 WO 37368	$173.44
		9766		DUST BOOTS VEH 3285 WO 37586	$287.99
		9794		ELEMENT VEH 3312 WO 37589	$137.70
WONDRACK DISTRIBUTING INC		0744199	218451	CARD LOCK FUEL 11/9-11/15	$15,597.61
		0744280		CARD LOCK FUEL 11/16-11/22	$16,240.22
XEROX CORPORATION		076741436	218308	W5135 BASE CHRG-OCT	$115.23
				EQUIPMENT MAINTENANCE TOTAL****	**$99,309.64**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				EQUIPMENT MAINTENANCE FUND Total ***	**$99,309.64**
FUND 503		**EQUIPMENT REPLACEMENT FUND**			
Division: 215		EQUIPMENT REPLACEMENT			
NESCO LLC	P054248	5001600	218489	FREIGHT ESTIMATE FOB LORAIN, O	$3,790.50
	P054248			ONE (1) NEW SKYLIFT MINI DERRI	$183,644.31
STRYKER SALES CORPORATION	P054487	1549980M	218279	AMBULANCE COT, MODEL POWER-PRO	$18,280.44
	P054487			SALES TAX	$1,517.28
				EQUIPMENT REPLACEMENT TOTAL****	**$207,232.53**
				EQUIPMENT REPLACEMENT FUND Total ***	**$207,232.53**
FUND 505		**PUBLIC WORKS ADMIN & ENGINEER**			
Division: 450		PW ADMIN & ENGINEERING			
ALDRICH, NANCY		14-538 ALDRICH	218312	WATER QUALITY/LACEY/ALDRICH	$211.20
AT&T WIRELESS		10/14-28724328888	218320	287243288881 9/27-10/26/14	$629.44
BENTON COUNTY TREASURER		011458	218164	MILARS/SURVEYS-OCT 2014	$12.12
CITY OF RICHLAND		14-448 REATHAFORD	218182	WA SW CONF/PUYALLUP/REATHAFORD	$370.44
		14-475 MARLOW	218464	MARC MGMT SEMINAR/MARLOW	$553.98
PETERS, JEFF		14-526 PETERS	218490	FHWA WORKSHOP/OLYMPIA/PETERS	$105.50
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	JULY POSTAGE CORRECTION	$83.56
REATHAFORD, JASON		14-448	218261	WA SW CONF/FUEL/REATHAFORD	$17.42
ROGALSKY, PETER		14-539 ROGALSKY	218268	SW SUMMIT/SPOKANE/ROGALSKY	$113.20
				PW ADMIN & ENGINEERING TOTAL****	**$2,096.86**
				PUBLIC WORKS ADMIN & ENGINEER Total ***	**$2,096.86**
FUND 520		**HEALTH CARE/BENEFITS PLAN**			
Division: 222		EMPLOYEE BENEFIT PROGRAM			
ANOVAWORKS		36904	218318	INFLUENZA-QUAD	$32.00
		37393		INFLUENZA-QUAD	$32.00
		37424		INFLUENZA-QUAD	$32.00
		37443		HEPATITIS B/INFLUENZA	$128.00
		37444		INFLUENZA-QUAD	$192.00
		37451		INFLUENZA VACCINES	$96.00
		37742		INFLUENZA QUAD VACCINES	$5,728.00
		37761		INFLUENZA VACCINES	$32.00
		37794		INFLUENZA-QUAD	$96.00
REHN & ASSOCIATES INC		OCTOBER 2014	218263	HRA PREMIUMS-OCT	$294.00
				EMPLOYEE BENEFIT PROGRAM TOTAL****	**$6,662.00**
				HEALTH CARE/BENEFITS PLAN Total ***	**$6,662.00**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 611		**FIREMAN'S PENSION**			
Division: 216		FIRE PENSION			
ANDERS, PETER		AP00003711211401	218084	MEDICARE PREMIUM/ANDERS	$104.90
AUDIOLOGY CENTER INC DBA		090914CE	218086	15767 DOS 9/9/14 HEARING	$3,600.00
BOWLS, DAVID		050714DB	218092	MEDICAL DOS 5/7-11/19/14	$1,920.00
		AP00003511211401	218091	MEDICARE PREMIUM/BOWLS	$104.90
CANFIELD, HARRY R		AP00000411211401	218094	MEDICARE PREMIUM/CANFIELD	$104.90
CARRICK, HENRY		AP00000511211401	218095	MEDICARE PREMIUM/CARRICK	$104.90
CLARK, FRANK M		AP00000611211401	218097	MEDICARE PREMIUM/CLARK	$104.90
DOWNS, DANNY		AP00005111211401	218104	MEDICARE PREMIUM/DOWNS	$104.90
ELIASON, CURTIS		AP00003311211401	218106	MEDICARE PREMIUM/ELIASON	$104.90
ESTY, RAYMOND J		AP00000911211401	218107	MEDICARE PREMIUM/ESTY	$104.90
FERRIANS, ALLEN LARRY		AP00006011211401	218108	MEDICARE PREMIUM/FERRIANS	$104.90
FULL SPECTRUM EYE CARE PS DBA		102314EM	218109	42184V3640 DOS 10/23 VISION	$594.00
HOUCHIN, EARL		AP00001211211401	218113	MEDICARE PREMIUM/HOUCHIN	$104.90
JOHNSON, NEILS E		AP00003411211401	218114	MEDICARE PREMIUM/JOHNSON	$104.90
JONES, HAROLD		AP00005511211401	218115	MEDICARE PREMIUM/JONES	$104.90
JONES, MYRNA JO LMP		100714MO	218116	4 VISITS DOS 10/7-10/25/14	$410.00
KEYS, JACK D		AP00006211211401	218117	MEDICARE PREMIUM/KEYS	$104.90
KROGER-FRED MEYER		608320MO	218118	608320 RX DOS 8/28/14	$19.49
LAHTI, ROGER P		110414RL	218120	VISION SUPPLEMENT 11/4/14	$60.00
		AP00006411211401	218119	MEDICARE PREMIUM/LAHTI	$104.90
MITCHELL, RAYMOND L		AP00001511211401	218125	MEDICARE PREMIUM/MITCHELL	$104.90
MURRAY, DAVID		AP00008311211401	218128	MEDICARE PREMIUM/MURRAY	$104.90
MYERS, EDWARD A		AP00007611211401	218129	MEDICARE PREMIUM/MYERS ED	$104.90
PARSONS, BRUCE C OD PC		082914JP	218130	DOS 8/29/14 VISION	$305.00
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$16.03
POLLARD, JAMES		AP00004811211401	218131	MEDICARE PREMIUM/POLLARD	$99.90
RICHARDSON, TODD L OD		112414LF	218132	06586 VISION DOS 11/24/14	$732.00
RONEY, LARRY		AP00003611211401	218133	MEDICARE PREMIUM/RONEY	$104.90
SIEMENS, DONALD		AP00008111211401	218134	MEDICARE PREMIUM/SIEMENS	$104.90
SNYDER, RONALD K DDS		090214CE	218135	100838 DOS 9/2/14 DENTAL	$3.00
WEST, ROYAL		AP00002011211401	218142	MEDICARE PREMIUM/WEST	$104.90
WILLIAMSON, CRAIG E		AP00007511211401	218143	MEDICARE PREMIUM/WILLIAMSON	$103.90
				FIRE PENSION TOTAL****	**$9,961.32**
				FIREMAN'S PENSION Total ***	**$9,961.32**
FUND 612		**POLICEMEN'S PENSION**			
Division: 217		POLICE PENSION			
ANGUS SQUARE DENTAL CLINIC		091514SM	218085	3234 DOS 9/15 DENTAL	$40.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BAKER, MARSHALL R		AP00006311211401	218087	MEDICARE PREMIUM/BAKER	$104.90
BARTON DENTAL LLC		071614RC	218088	DOS 7/16/14 DENTAL	$33.80
BATES, LAURIE VERN JR		AP00004911211401	218089	MEDICARE PREMIUM/BATES	$104.90
BEDEN, LARRY		AP00003811211401	218090	MEDICARE PREMIUM/BEDEN	$104.90
BRUNSON, DALE A		AP00004211211401	218093	MEDICARE PREMIUM/BRUNSON	$104.90
CASE, MIKE		081214MC	218096	RX-NOT COVERED 8/12 & 10/11	$75.96
CLEAVENGER, WILL J		AP00007311211401	218098	MEDICARE PREMIUM/CLEAVENGER W	$104.90
CLEMENTS, JOHN M		AP00007411211401	218099	MEDICARE PREMIUM/CLEMENTS	$104.90
COUCH, LARRY		AP00006611211401	218100	MEDICARE PREMIUM/COUCH	$104.90
CULTURAL DBA		AP00008211211401	218101	ASSISTED LIVING-MANUEL	$4,500.00
DEMYER, JAMES J		AP00008011211401	218102	MEDICARE PREMIUM/DEMYER	$104.90
DERRICK, GEORGE		AP00000711211401	218103	MEDICARE PREMIUM/DERRICK	$104.90
DUCHEMIN, ROGER		AP00000811211401	218105	MEDICARE PREMIUM/DUCHEMIN	$104.90
GANLEY, JOHN M		AP00007911211401	218110	MEDICARE PREMIUM/GANLEY	$104.90
HIGGINS, DENNIS DDS PS		100114WC	218111	8094 DOS 10/1/14 DENTAL	$12.00
HIGGINS, FRED C		AP00007811211401	218112	HIGGINS MEDICARE PREMIUM	$104.90
KROGER-FRED MEYER		608313JD	218118	608313 RX DOS 8/27&11/5/14	$756.99
		773776JD		RX-NOT COVERED DOS 11/18/14	$102.49
LEWIS, DAVID L		AP00004311211401	218121	MEDICARE PREMIUM/LEWIS	$104.90
LOHDEFINCK, RICHARD N		AP00002311211401	218122	MEDICARE PREMIUM/LOHDEFINCK	$104.90
MANUEL, D ART		AP00002511211401	218123	MEDICARE PREMIUM/MANUEL	$104.90
MOORE, ROBERT		AP00007111211401	218126	MEDICARE PREMIUM/MOORE	$104.90
MORRELL, SCOTT		091514SM	218127	REIMBURSE DENTAL DOS 9/15	$16.80
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$16.02
SPARKS, DAVID W		AP00005911211401	218136	MEDICARE PREMIUM/SPARKS	$104.90
THOMAS, GERALD D		AP00003211211401	218137	MEDICARE PREMIUM/THOMAS G	$104.90
TURNER, ROY		AP00003111211401	218138	MEDICARE PREMIUM/TURNER	$104.90
WASHINGTON, CLARENCE D MD		092414WT	218139	134731 DOS 9/24/14 MEDICAL	$38.00
WENDLAND, WALTER		AP00001911211401	218140	MEDICARE PREMIUM/WENDLAND	$104.90
		OCTOBER 2014	218141	MEDICAL DOS 10/3-10/31/14	$640.00
WILMOTH, ROD		AP00004511211401	218144	MEDICARE PREMIUM/WILMOTH	$104.90
ZIMMERMAN, GERALD		AP00005011211401	218145	MEDICARE PREMIUM/ZIMMERMAN	$104.90
				POLICE PENSION TOTAL****	**$8,539.86**
				POLICEMEN'S PENSION Total ***	**$8,539.86**

FUND 641 SOUTHEAST COMMUNICATIONS CTR

Division: 600 SECOMM OPERATIONS GENERAL

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASCADE FIRE PROTECTION		O2021	218337	BCES-FIRE SPRINKLER INSPECTION	$87.50
CDW GOVERNMENT INC	P054607	QR25455	218463	KEYBOARD, MICROSOFT NATURAL ER	$537.77
	P054607			WIRELESS MOBILE MOUSE, MICROSO	$62.53
	P054607			WIRELESS MOBILE TRACKBALL,	$62.54

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CDW GOVERNMENT INC	P054607	QR25455	218463	KEYBOARD/MOUSE, MICROSOFT WIRE	$47.94
	P054607			BASIC OPTICAL MOUSE USB WHITE,	$187.53
CENTURYLINK		11/14-509-6243863	218339	GENERAL PHONE 11/16-12/16	$7.31
		11/14-509-7862112	218340	GENERAL PHONE 11/6-12/5/14	$90.05
FRONTIER		11/14-206-1881060	218366	GENERAL PHONE 11/19-12/18	$397.37
		11/14-206-1882381		GENERAL PHONE 11/10-12/9	$233.76
		11/14-509-6282600		LONG DISTANCE 11/10-12/9/14	$802.64
SPRAGUE PEST SOLUTIONS		2453897	218275	PEST CONTROL SRVCS-NOV	$42.39
STATE AUDITOR'S OFFICE		L105636	218425	AUDIT SRVCS -OCT AUDIT #41007	$459.80
VERIZON WIRELESS		9734958941	218444	CELLPHONES 11/7-12/6/14	$275.76
				SECOMM OPERATIONS GENERAL TOTAL****	**$3,294.89**
Division: 601 E911 OPERATIONS					
BUCHANAN, JENNIFER		14-503	218173	SUPERVISOR TRNG/BURIEN/BUCHANA	$3.73
BUSINESS TELECOM PRODUCTS INC	P054581	231333	218460	FREIGHT	$6.50
	P054581			LEATHERETTE EAR CUSHION FOR	$10.72
CASCADE FIRE PROTECTION		O2021	218337	BCES-FIRE SPRINKLER INSPECTION	$87.50
CITY OF RICHLAND		14-503 BUCHANAN	218182	SUPERVISOR TRNG/BURIEN/BUCHANA	$705.75
		14-520 HUSA		GIS MTG/STEILACOOM/HUSA	$353.08
ENTERPRISE RENT A CAR		11/14-45WA423	218203	14-419 BARBER-RENTAL CAR	$164.55
				14-464 BARBER-RENTAL CAR	$358.84
				14-503 BUCHANAN-RENTAL CAR	$152.77
				14-381 TOWNE-RENTAL CAR	$152.77
				14-399 NELSON-RENTAL CAR	$38.19
FRONTIER		11/14-206-1882381	218366	GENERAL PHONE 11/10-12/9	$233.75
HUSA, E. IVAR		14-520	218220	GIS MTG/FUEL/HUSA	$72.17
LANGUAGE LINE SERVICES LLC		3484850	218232	E911 TRANSLATION SRVC-OCT	$341.27
TOWNE, PATRICIA		14-381	218433	PUBLIC ED MTG/FUEL/TOWNE	$115.15
				E911 OPERATIONS TOTAL****	**$2,796.74**
Division: 602 SECOMM AGENCY					
COMPUCOM SYSTEMS INC	P054575	62511394	218192	ADDITIONAL MICROSOFT LICENSING	$11,822.66
				SECOMM AGENCY TOTAL****	**$11,822.66**
				SOUTHEAST COMMUNICATIONS CTR Total ***	**$17,914.29**
FUND 642 800 MHZ PROJECT					
Division: 610 800 MHZ					
BENTON PUD	P054664	11/14-3423907365	218458	RATTLESNAKE MTN RACK LEASE	$1,335.03
KLICKITAT COUNTY PUD		11/14-69552623	218397	GOLGATHA UTILITIES 9/30-10/30	$196.62
				800 MHZ TOTAL****	**$1,531.65**
				800 MHZ PROJECT Total ***	**$1,531.65**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 643	**EMERGENCY MANAGEMENT**				
Division: 620	STATE / LOCAL ASSISTANCE				
VERIZON WIRELESS		9734958941	218444	CELLPHONES 11/7-12/6/14	$57.74
				STATE / LOCAL ASSISTANCE TOTAL****	**$57.74**
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
LUDLUM MEASUREMENTS INC	P054552	00373097	218237	CALIBRATE LUDLUM MODEL 12	$649.80
	P054552			FREIGHT	$93.14
	P054551	00373171		CALIBRATE LUDLUM MODEL 12	$649.80
	P054551			FREIGHT	$93.14
	P054551			CALIBRATE AN ADDITIONAL 43-9 P	$162.45
MID COLUMBIA ENGINEERING INC	S015827	ST006937	218240	BECKI COATS, SURVEY TAKER	$203.78
STATE AUDITOR'S OFFICE		L105636	218425	AUDIT SRVCS -OCT AUDIT #41007	$153.27
VERIZON WIRELESS		9734958941	218444	CELLPHONES 11/7-12/6/14	$40.05
				RADIOLOGICAL EMGCY PREPAREDNES TOTAL****	**$2,045.43**
Division: 622	DOE EMERGENCY PREPAREDNESS				
STATE AUDITOR'S OFFICE		L105636	218425	AUDIT SRVCS -OCT AUDIT #41007	$153.26
VERIZON WIRELESS		9734958941	218444	CELLPHONES 11/7-12/6/14	$57.74
				DOE EMERGENCY PREPAREDNESS TOTAL****	**$211.00**
Division: 623	JURISIDICTION				
CASCADE FIRE PROTECTION		O2021	218337	BCES-FIRE SPRINKLER INSPECTION	$175.00
FRONTIER		11/14-509-6282600	218366	LONG DISTANCE 11/10-12/9/14	$802.63
PITNEY BOWES PURCHASE POWER		1014-1127-9365	218256	POSTAGE 10/1-10/31/14	$11.11
SPRAGUE PEST SOLUTIONS		2453897	218275	PEST CONTROL SRVCS-NOV	$42.39
STATE AUDITOR'S OFFICE		L105636	218425	AUDIT SRVCS -OCT AUDIT #41007	$153.27
				JURISIDICTION TOTAL****	**$1,184.40**
				EMERGENCY MANAGEMENT Total ***	**$3,498.57**
FUND 644	**MICRO-WAVE**				
Division: 611	MICROWAVE				
BENTON PUD	P054664	11/14-3423907365	218458	RATTLESNAKE MTN RACK LEASE	$1,335.03
				MICROWAVE TOTAL****	**$1,335.03**
				MICRO-WAVE Total ***	**$1,335.03**
FUND 803	**UTILITY BILL CLEARING FUND**				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9313	218246	Customer Refund	$528.68
		CISPAY9314	218196	Customer Refund	$488.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9315	218260	Customer Refund	$30.03
		CISPAY9316	218226	Customer Refund	$55.23
		CISPAY9317	218151	Customer Refund	$125.64
		CISPAY9318	218228	Customer Refund	$134.21
		CISPAY9319	218476	Customer Refund	$60.37
		CISPAY9320	218493	Customer Refund	$55.27
		CISPAY9321	218454	Customer Refund	$28.41
		CISPAY9322	218467	Customer Refund	$13.33
		CISPAY9323	218477	Customer Refund	$116.75
		CISPAY9324	218484	Customer Refund	$57.98
		CISPAY9325	218496	Customer Refund	$25.01
		CISPAY9326	218492	Customer Refund	$73.10
		CISPAY9327	218491	Customer Refund	$51.87
		CISPAY9328	218501	Customer Refund	$91.23
		CISPAY9329	218485	Customer Refund	$36.94
		CISPAY9330	218478	Customer Refund	$133.74
		CISPAY9331	218473	Customer Refund	$47.88
		CISPAY9332	218497	Customer Refund	$28.89
		CISPAY9333	218495	Customer Refund	$34.74
		CISPAY9334	218500	Customer Refund	$45.45
		CISPAY9335	218469	Customer Refund	$123.80
		CISPAY9336	218488	Customer Refund	$107.77
		CISPAY9337	218462	Customer Refund	$77.29
		CISPAY9338	218468	Customer Refund	$60.48
		CISPAY9339	218466	Customer Refund	$7.47
		CISPAY9340	218481	Customer Refund	$150.00
				TOTAL****	**$2,789.56**
				UTILITY BILL CLEARING FUND Total ***	**$2,789.56**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				Invoice Total: ****	$1,883,214.77

	Number of Invoices	Amount
Vouchers In Richland	310	$90,272.08
Vouchers In Tri Cities	171	$754,759.80
Vouchers In WA	241	$547,545.35
Vouchers Outside WA	458	$490,637.54
Vouchers Final Total.................	1180	$1,883,214.77

Ob ject Category	Title	Total	Percentage
1	SALARIES	$16.00	0%
2	BENEFITS	$26,700.27	1.42%
3	SUPPLIES	$136,185.74	7.23%
4	OTHER SERVICES & CHARGES	$445,033.14	23.63%
5	INTERGOVERNMENTAL SERVICES	$86,479.39	4.59%
6	CAPITAL PROJECTS	$653,663.44	34.71%
	MACHINERY & EQUIPMENT	$500,688.10	26.59%
	REFUNDS	$2,789.56	0.15%
9	INTERFUND SERVICES	$213.82	0.01%
	INVENTORY PURCHASES	$31,445.31	1.67%
	Total	$1,883,214.77	