



Agenda
City Council Regular Meeting
Tuesday, September 1, 2015
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting Workshop - 6:30 p.m. (Discussion Only - Annex Building)

1. Memorandum of Understanding with Confederated Tribes of the Umatilla Indian Reservation (30 minutes)
 - Kerwin Jensen, Community Development Director

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

2. Executive Session to Discuss Potential Litigation Per RCW 42.30.110(1)(ii) (10 minutes)
 - Heather Kintzley, City Attorney
3. Discuss Meeting Agenda Items (20 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)

Resolution for Adoption:

4. Resolution No. 159-15, Appointing Ed Revell to Serve the Unexpired Term for Council Position No. 7 and Granting a Leave of Absence from the Utility Advisory Committee (UAC)
 - Heather Kintzley, City Attorney

Presentations:

5. Swearing-In Ceremony for Newly Appointed Councilmember Ed Revell (5 minutes)
6. New Hire / Retirements (5 minutes)
 - 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. Approve the Minutes of the Council Meetings Held August 18 and 25, 2015
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

8. Ordinance No. 48-15, Amending RMC Title 3: Finance, Repealing and Replacing Chapter 3.04 Purchasing, in its Entirety
- Cathleen Koch, Administrative Services Director
9. Ordinance No. 50-15, Amending RMC Title 2: Administration and Personnel of the Richland Municipal Code to Eliminate Term Limits for the City's Boards, Commissions and Committees except as required by State Law
- Heather Kintzley, City Attorney
10. Ordinance No. 51-15, Amending RMC Title 3: Finance, by Repealing and Replacing Chapter 3.08 Surplus, in its Entirety
- Cathleen Koch, Administrative Services Director
11. Ordinance No. 52-15, Extending the Cable Television Franchise Agreement with Charter Communications to February 1, 2016
- Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

12. Ordinance No. 39-15, Amending RMC Title 14: Electricity, Relating to Retail Rates
- Bob Hammond, Energy Services Director
13. Ordinance No. 40-15, Amending RMC Title 9: Crime, Related to Prosecution of Misdemeanor and Gross Misdemeanor Offenses
- Heather Kintzley, City Attorney
14. Ordinance No. 42-15, Amending RMC Chapter 12.10: Sidewalk Construction
- Pete Rogalsky, Public Works Director

Resolutions – Adoption:

15. Resolution No. 140-15, Appointment to the Richland Arts Commission: Solani Matta
- Heather Kintzley, City Attorney
16. Resolution No. 141-15, Expressing Appreciation to Liliana Rasmusen for Service on the Richland Arts Commission
- Heather Kintzley, City Attorney
17. Resolution No. 152-15, Authorizing Execution of a Purchase and Sale Agreement Acquiring the Right-of-Way for the Duportail Bridge Project
- Pete Rogalsky, Public Works Director
18. Resolution No. 153-15, Authorizing the City Manager to Enter Into a Contract with Roger Brooks International for the Waterfront 2040 Master Plan
- Kerwin Jensen, Community Development Director
19. Resolution No. 155-15, Establishing a Public Hearing Date to Consider the Proposed Whitfield Annexation
- Kerwin Jensen, Community Development Director
20. Resolution 157-15, Granting Standing Authority to the City Manager to Sign and Execute Certain Contracts and Agreements
- Heather Kintzley, City Attorney

21. Resolution No. 156-15, Declaring Development and Maintenance of Current Records Index Unduly Burdensome
 - Heather Kintzley, City Attorney
22. Resolution No. 158-15, Reappointments to the Lodging Tax Advisory Committee: Douglas Sako and Mark Kerber
 - Heather Kintzley, City Attorney

Expenditures - Approval:

23. Expenditures from August 10, 2015 - August 21, 2015 for \$4,673,651.43 including Check Nos. 225788-226258, Wire Nos. 5968-5971, Payroll Check Nos. 100093-100107, and Payroll Wire/ACH Nos. 9089-9108
 - Cathleen Koch, Administrative Services Director

Items of Business:

24. Ordinance No. 49-15, Sale of Electric Revenue and Refunding Bonds (Second Reading / Passage)
 - Bob Hammond, Energy Services Director
25. Resolution No. 154-15, Authorizing a Memorandum of Understanding with the Confederated Tribes of the Umatilla Indian Reservation
 - Kerwin Jensen, Community Development Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: City Council Pre-Meeting Workshop

Key Element:

Subject:

Memorandum of Understanding with Confederated Tribes of the Umatilla Indian Reservation (30 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



MEMORANDUM

TO: Richland City Council

FROM: Kerwin Jensen, Community Development Director

THROUGH: Cindy Reents, City Manager

DATE: August 26, 2015

SUBJECT: Updated MOA with the Confederated CTUIR of the Umatilla Indian Reservation

Background

In 1994 the City entered into a Memorandum of Understanding with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR). The purpose of the agreement was to facilitate the development of Columbia Point. The agreement helped the City navigate the cultural issues when various cultural artifacts and ancestral remains were discovered in the development of Columbia Point.

The essence of the 1994 agreement was to provide advanced notice for City projects along the riverfront. Upon receiving notice, the CTUIR provides the City with information regarding the likelihood of discovering cultural resources and provide recommendations for proper handling of those resources. Following this process demonstrates respect and goodwill with the CTUIR, who have an historic presence in the Richland area.

New agreement

The significant changes from the original agreement are the following two items:

1. Added an express desire to work together for economic development projects
2. Extended the distance from the rivers where the City provides notice

In addition to the above major items, a list of activity that is exempt from notice is added. Also, an expression of willingness to cooperate when pursuing grant funding for projects related to cultural resources, natural resources, and economic development.

More than 10 years ago, the CTUIR requested the City review and update the agreement because a variety of projects moved forward without their knowledge. Typically, when the CTUIR are notified through the standard process, they have very little time to review the project and ask for the greatest level of protections for potential resources. Providing earlier notice will allow the CTUIR the opportunity to review the projects further in advance.

Demonstrating an effective partnership regarding cultural resources has led to an interest from the CTUIR in working with the City on economic development projects. The CTUIR have been successful at developing industrial sites in Pendleton, Oregon. CTUIR would like to capitalize on that positive experience and work on sites in the Tri-Cities that will have a higher return for them because this region has a larger market. Economic development projects will help the City's tax base as well as demonstrate market success, which will result in further economic development activity in the City more generally. More specifically, this updated Agreement will facilitate future development in Columbia Point and the new industrial land the City will receive from TriDec in/after September, 2015.

This is, as was the original, a voluntary agreement and is non-binding. Entering into this agreement enables the parties to work collaboratively in the areas of cultural resources, natural resource protection, and economic development. The City will be able to demonstrate cross agency and cross cultural partnerships which is very attractive when seeking grant funds to support projects that will better Richland.

The following are key components of the MOA:

- Government to government meetings once a year
- Protection and education regarding cultural and archaeological resources
- Environmental protections and productive use of land and natural resources
- Voluntary sharing of information
- Notice and recommendations for mitigation
- Economic development activities and projects

The entire agreement is attached to this memo should you wish to review the details. If you have any additional questions regarding this matter, please contact me by phone or email: 509-942-7586 / kjensen@ci.richland.wa.us

Thank you.

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATION BETWEEN
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
AND
THE CITY OF RICHLAND**

This Memorandum of Understanding (hereinafter “MOU”) is made by and between the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe organized pursuant to its Constitution and Bylaws and its Treaty of 1855 (hereinafter “CTUIR”), and the City of Richland, a Washington municipal corporation and City of the First Class, (hereinafter “City”). Collectively, City and CTUIR may be referred to throughout this MOU as the “Parties.”

This MOU represents good faith voluntary commitments that are being made by the Parties in the spirit of cooperation and accommodation. The Parties are motivated by their belief that these commitments will mutually benefit the citizens of the Umatilla Indian Reservation and the City of Richland.

I. Recitals

WHEREAS, the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, is a sovereign governmental entity with an interest in the preservation, protection, and perpetuation of its cultural heritage and other rights under federal and state law, including Treaty rights on lands ceded by the Treaty of 1855 with the Walla Walla, Cayuse, and Umatilla tribes (hereinafter “Treaty”), or otherwise within the CTUIR aboriginal use area; and

WHEREAS, the City of Richland is a First Class City incorporated under the laws of the State of Washington with all the powers granted to cities of the first class by the Constitution and general laws of the State and all powers implied thereby, located within the lands ceded by the Treaty of 1855 or otherwise within the CTUIR aboriginal use area; and

WHEREAS, the Parties entered into a Memorandum of Understanding for the Coordination of Tribal Involvement in the City of Richland’s Land Use Planning Process in 1994 (“1994 MOU”), and the Parties now desire to enter into a new MOU to replace that document; and

WHEREAS, the Parties share a mutual interest in educating the public regarding local culture, history, and the environment; and

WHEREAS, the Parties share a mutual interest in the protection of cultural and natural

resources consistent with CTUIR's recognized Treaty Rights and the City's jurisdiction over land within the geographical boundaries of the City of Richland's Growth Management Area, and;

WHEREAS, the Parties also share a mutual interest in encouraging economic activity that enables the Parties to better achieve their mutual and individual interests; and

WHEREAS, the Parties deem it to be in their mutual best interest to collaborate in the development of specific projects, activities, and procedures to achieve shared interests including economic development, natural and cultural resource protection and treaty related activities; and

WHEREAS, nothing in this MOU affects the legal rights of the Parties, nor shall it confer any jurisdiction on the City of Richland over the CTUIR or CTUIR over the City of Richland.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties declare their respective objectives as follows:

II. Terms of Understanding

A. Government-to-Government Relationship

1. The Parties desire to establish a government-to-government relationship for the purpose of discussing a range of shared interests, including, but not limited to, productive use of environmental resources, economic development, protection of cultural and natural resources, and the protection, management and exercise of Treaty Rights within the City of Richland and its urban growth boundary. The CTUIR, represented by its Board of Trustees, and the City of Richland, represented by its City Council, will meet annually during the month of August to review the status of projects and procedures developed to implement the Parties' shared interests. The Parties agree to alternate the hosting of this event, with the CTUIR to host in odd years and the City to host in even years.
2. In addition to the above annual meeting, the Parties agree to meet administratively, as deemed appropriate by the Executive Director of the CTUIR and the City Manager of the City of Richland, for the purpose of developing projects, activities, and procedures that will implement the vision of collaboration. For purposes of this MOU, an "administrative meeting" means a meeting between the management or staff from both Parties, exclusive of the governing boards or political appointees of either party.

B. Cultural & Archaeological Protections and Education

1. Under the 1994 MOU, a procedural manual to guide actions when encountering human remains was developed (hereinafter “Procedural Manual”). The Parties will work together to update the Procedural Manual to bring it current with relevant regulation, technology and information. The Parties will further ensure that the Procedural Manual does not conflict with applicable federal or state law, including RCW 68.50 related to Human Remains.
2. The Parties agree to cooperate, as necessary, when pursuing state and federal funding opportunities for the purpose of protection, preservation and perpetuation of cultural and natural resources, and for the development of cultural and archaeological educational programs related thereto.

C. Environmental Protections and Productive Use

1. The Parties recognize that each maintains interest in the land development process, and that each possesses the ability to influence the land development process. With this MOU, the Parties agree to cooperate, to the extent feasible, to encourage economic development opportunities and pursue projects for the protection of natural and cultural resources within the geographical boundaries of the City which are compatible with the CTUIR’s Treaty Rights.
2. The City will provide notice to the CTUIR of State Environmental Policy Act (SEPA) applications by including the CTUIR on the City’s permit notification distribution list. Further, should the CTUIR choose to make comments, the City will take into consideration CTUIR’s comments, including but not limited to comments related to the perceived impacts that an action might have on the CTUIR’s traditional hunting, fishing, and gathering grounds, cultural resources and ancestral remains.
3. The Parties agree to cooperate to identify, establish, and preserve access to traditional hunting, gathering and fishing grounds in accordance with the Treaty, as necessary and on a case by case basis.
4. The Parties agree to identify and pursue federal, state, and/or private funding opportunities for environmental protection, cultural protection, environmental educational programs, and cultural education programs, as feasible.

D. Voluntary Information Sharing

1. The City is committed to complying with all requirements of state and federal law with regard to notification obligations. To the extent that the following notifications are required by state or federal law, the City will continue to comply with the law as written or hereinafter amended. To the extent that the notice requirements are voluntary, the City, pursuant to this MOU, will provide the following notifications:
 - a. Include the CTUIR in distribution of State Environmental Policy Act (SEPA) and Washington Shoreline Substantial Development Permit notifications.
 - b. Provide the CTUIR with advance written notification of any non-emergency development or construction on municipally-owned property which involves subsurface disturbance to a depth of greater than 6 inches (below sod level) when such development or construction occurs within 0 to 1,320 linear feet of the mean high water levels of either the Columbia or Yakima Rivers.
 - i. Unless D.1.c applies, notifications are not necessary within 250 to 1,320 linear feet of the mean high water levels for: colocation of utilities in existing utility trenches; maintenance within existing irrigation trenches; excavation to access existing utility vaults; maintenance or replacement of existing roadway, curb, gutter, sidewalk and paved trails; replacement of existing landscaping within existing location within developed parks and right-of-way; stump grinding; or when notification was provided of the project within the prior five years.
 - ii. An expedited 14-day review of operational activities will occur for planting of new trees, installing concrete pads less than 14-feet in diameter, and installing signs requiring excavation of 5½ cubic feet or less.
 - iii. If items suspected to be cultural resources are observed, cease activities occurring within 100 feet of the discovery in order to protect the integrity of such resources and notify the CTUIR Cultural Resources Protection Program and Washington Department of Archaeology and Historic Preservation (DAHP). Reasonable steps shall be taken to secure the area. No cultural resources will be further disturbed or transported from its original location, unless determined necessary, in consultation with the CTUIR and DAHP.

- c. Provide advance written notification on any municipal project that includes direct federal funding, federal ownership, or when permitting would otherwise require compliance with the National Historic Preservation Act.
2. The CTUIR will voluntarily provide the City with the following information:
 - a. Map of published traditional places and names with cultural relevance. This list is not exclusive of all traditional places.
 - b. Educational resources describing traditional hunting and fishing practices.

E. Notice and Mitigation Recommendations

1. For proposed City projects within 1,320 lineal feet of the mean high water levels of either the Columbia or Yakima rivers, the following procedure will be followed:
 - a. Within 30 calendar days of receipt of notification, the CTUIR will advise the City in writing of all relevant concerns regarding the project, and include recommendations for efforts to identify the scope of potential impacts to cultural, natural or other Treaty resources and mitigation where it is clear that such impacts will result from the project. The CTUIR's failure to respond after receipt of notification shall not constitute a waiver of CTUIR's opportunity to provide input. The City may move forward with the project after 30 days have expired and no comments were received. Comments after the 30-day period may be considered if doing so would not unreasonably delay project implementation or if otherwise required by applicable state or federal law.
 - b. Upon receipt of written concerns from CTUIR and the corresponding mitigation measures, the City may elect to begin the project concurrent with implementing one of the CTUIR's recommended mitigation measures. Should the City determine that any of the recommended mitigation measures are unfeasible, the Parties agree to meet administratively to identify possible revisions to the project and/or additional mitigation options that will address the items of concern identified by the CTUIR while striving to minimize mitigation expenses.
 - c. Should a meeting become necessary, the Parties will meet as soon as practicable to complete a preliminary assessment of known resources and to develop recommendations, both substantive and procedural, for addressing issues identified by the CTUIR.

2. Any notice to the CTUIR required by this Memorandum of Understanding shall be directed to the Executive Director, Confederated Tribes of the Umatilla Indian Reservation, 46411 Timíne Way, Pendleton, OR 97801. Correspondence with the City of Richland shall be directed to the City Manager, City of Richland, P.O. Box 190, Richland, WA 99352.

F. Preference for Tribal Consultants

1. The City appreciates the value of knowledgeable consultants who possess true subject matter expertise. Therefore, when possible, the City will give preference to consultants who possess 1) Tribal affiliation and 2) knowledge of the Columbia Plateau when evaluating proposals from consultants to perform cultural and natural resource surveys, and subsurface testing, protection, or mitigation work as required under applicable law, or as otherwise deemed appropriate for projects identified under Section (D)(1)(b) of this MOU.
2. The City shall at all times comply with all laws prohibiting discrimination in the hiring process, and nothing in this Section shall be deemed to authorize or require the City to engage in any practice that violates state or federal discrimination laws.

G. Economic Development Activities and Projects

Understandings and Obligations of the Parties. The Parties hereby agree to undertake the following measures to achieve their common objectives of attracting and developing projects and activities when appropriate:

1. The Parties will review and coordinate on projects and activities that the Parties might have some interest in developing jointly.
2. Projects and activities may include development of property, including planning, land acquisitions, land transfers, and facilities development and construction, and/or development of services and infrastructure necessary to serve economic development properties the Parties have interest in.

H. Conflict Resolution

1. The Parties shall attempt in good faith to promptly resolve any dispute by discussion between their respective executives who have the authority to settle the controversy, and who are at a higher level of management than the persons with direct responsibility for administration of this MOU. Any party may give the other party

written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice of dispute, the receiving party shall submit to the other a written response. The notice and the response shall each include, with reasonable particularity: (a) a statement of each party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the responding party's written response to the notice of dispute, the executives of both Parties shall meet at a mutually acceptable time and place.

2. In the event that the Parties are unable to come to an understanding and resolve the dispute using the above resolution process, either party may cancel this memorandum upon giving 30 days' written notice to the other party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the 3rd day of September, 2015.

CITY OF RICHLAND

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

David W. Rose
Mayor

Gary Burke,
Board of Trustees Chairman

Cynthia D. Reents, ICMA-CM
City Manager

Approved as to Form:

Approved as to Form:

Heather Kintzley
City Attorney

Legal Counsel



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

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

Key Element:

Subject:

Executive Session to Discuss Potential Litigation Per RCW 42.30.110(I)(ii) (10 minutes)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

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

Key Element:

Subject:

Discuss Meeting Agenda Items (20 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolution for Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 159-15, Appointing Ed Revell to Serve the Unexpired Term for Council Position No. 7 and Granting a Leave of Absence from the Utility Advisory Committee (UAC)

Department:
City Attorney

Ordinance/Resolution Number:
159-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 159-15, appointing Ed Revell to serve the remainder of the unexpired term for Council Position No. 7 and granting a Leave of Absence from the Utility Advisory Committee (UAC).

Summary:

In late July, 2015, Councilmember Greg Jones announced his intent to resign from Richland City Council effective August 26, 2015. In anticipation of the impending vacancy, Council sought applications from interested citizens to serve the unexpired term for Position No. 7 vacated by Councilmember Jones. Eight applications were received and reviewed by Council.

During the business section of the City Council Workshop held on August 25, 2015, Council discussed the eight applicants and determined to appoint Mr. Ed Revell to serve the unexpired term for Position No. 7. The motion passed with unanimous support from six councilmembers. Councilmember Jones recused himself from the vote.

Mr. Revell is currently a member of the Utility Advisory Committee (UAC). As such, Mr. Revell will need a brief leave of absence from the UAC in order to serve as interim councilmember. Proposed Resolution 159-15 memorializes the appointment of Mr. Revell to serve the unexpired term for Position No. 7, and also grants a leave of absence to Mr. Revell from the UAC from August 26, 2015 through December 31, 2015, after which he will resume his role as an active member of the UAC.

Mr. Revell shall serve as interim councilmember on Richland City Council until the swearing in of a duly elected successor to Position No. 7 as determined by the 2015 General Election, or in the absence of a duly elected successor, until Richland City Council makes a subsequent appointment to Position No. 7. However, in no event shall Mr. Revell's service extend beyond December 31, 2015.

Mr. Revell's appointment to Position No. 7 of the Richland City Council is effective as of August 26, 2015.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 159-15

RESOLUTION NO. 159-15

A RESOLUTION of the City of Richland confirming the interim appointment of Ed Revell to the Richland City Council and granting an leave of absence for Ed Revell from the Utility Advisory Committee.

WHEREAS, a vacancy exists on the Richland City Council due to the resignation of Councilmember Gregory Jones, said resignation given by Councilmember Jones to be effective August 26, 2015; and

WHEREAS, the resignation of Councilmember Jones was accepted by the Richland City Council on August 26, 2015, and a vacancy was declared; and

WHEREAS, in anticipation of Councilmember Jones' resignation, Council sought applications from qualified individuals interested in serving as interim councilmember in Position No. 7 until the first regular or special meeting after the 2015 general election is certified; and

WHEREAS, of the eight qualified candidates, City Council determined to appoint former Councilmember Ed Revell to serve the unexpired term for Position No. 7 on the Richland City Council; and

WHEREAS, Mr. Revell is currently an active member of the City of Richland Utility Advisory Committee (UAC), and desires to retain his membership.

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

Section 1. Effective August 26, 2015, Ed Revell is appointed to serve the unexpired term for Council Position No. 7 on the City of Richland City Council.

Section 2. Ed Revell's service as an interim councilmember shall cease upon the swearing in of a duly elected successor to Position No. 7 as determined by the 2015 General Election, or in the absence of a duly elected successor, until Richland City Council makes a subsequent appointment to Position No. 7, but in no event shall Mr. Revell's service extend beyond December 31, 2015.

Section 3. Ed Revell is granted a leave of absence from the Utility Advisory Committee for a period of time effective August 26, 2015 through December 31, 2015, during which time he is excused from attendance and participation as an active member of the UAC without forfeiture of his membership on the Committee. Upon expiration of his service on City Council as an interim councilmember, Mr. Revell shall resume active participation on the UAC.

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 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Presentations

Key Element:

Subject:

Swearing-In Ceremony for Newly Appointed Councilmember Ed Revell (5 minutes)

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Presentations

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

New Hire / Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

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

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

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Council Meetings Held August 18 and 25, 2015

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting(s) held on August 18 and 25, 2015

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft Minutes for August 18, 2015 Meeting
2. Draft Minutes for August 25, 2015 Meeting



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, August 18, 2015

Draft

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, Kent, Jones, and Thompson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Human Resources Director Jubb, Energy Services Director Hammond, Police Services Director Skinner, Public Works Director Rogalsky, Administrative Services Director Koch and City Clerk Hopkins.

Discussion of Meeting Agenda Items:

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

Mr. Hammond and Bond Consultant Susan Musclemann discussed the electric bond structuring issues and the timing of the bond sale that they and Administrative Services Koch have been working on.

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, Kent and Thompson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Parks and Public Facilities Director Schiessl, Energy Services Director Hammond, Police Services Director Skinner, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Public Works Director Rogalsky, Administrative Services Director Koch and City Clerk Hopkins.

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 THOMPSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations:

1. CityView Video: 2016 Proposed Electrical Rate Increase
- Trish Herron, Communications and Marketing Manager

Ms. Herron said this video is part of the City's multimedia campaign to keep information flowing regularly to citizens regarding the 2016 proposed electrical rate increase.

Public Hearing:

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

1. Proposed Amendments to RMC Title 14: Electricity, Relating to Retail Rates (Ordinance No. 39-15)
- Bob Hammond, Energy Services Director

Mr. Hammond said the public hearing is to get public input on the proposed retail electrical rates. Energy Services (RES) staff developed a forward retail rate program in 2013 that projects out 10 years with specific milestones that: identifies a potential rate increase; updates all previous assumptions in its Cost of Service Analysis (COSA) model; works with the City's Utility Advisory Committee (UAC) in open public meetings; and then brought forward for City Council consideration.

If approved by City Council as proposed, Richland's electric rates will continue to be very competitive compared to other neighboring and state-wide utilities. Staff proposes that the increases take effect with the first bill customers receive in January 2016 and apply to all electrical use reflected on that bill.

Council Members discussed the electrical rates and noted the City is affected by decisions made by Bonneville Power Administration.

Mayor Rose opened the public hearing at 7:57 p.m. and closed the public hearing at 7:57:15 p.m. as there were no comments.

2. Proposed 2015-2017 Collective Bargaining Agreement with the Richland Police Guild (Resolution No. 146-15)
- Allison Jubb, Human Resources Director

Ms. Jubb said this public hearing is held to allow for input on the 2015-2017 Collective Bargaining Agreement with the Richland Police Guild - Resolution No. 146-15, which is on the agenda for Council action.

In May 2014, the City entered into negotiations with the Richland Police Guild, which ratified the proposed agreement on July 23, 2015. The proposed agreement includes

various language changes that require the union to adopt certain City policies and change work practices, and includes a total compensation package within the approved Council parameters.

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

Public Comments:

No comments.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

1. Approve the Minutes for the Council Meeting Held August 5, 2015
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 39-15, Amending RMC Title 14: Electricity, Relating to Retail Rates
- Bob Hammond, Energy Services Director
3. Ordinance No. 49-15, Sale of Electric Revenue and Refunding Bonds
- Cathleen Koch, Administrative Services Director

Ordinances - Second Reading/Passage:

4. Ordinance No. 43-15, Increasing Streets Capital Construction Fund, Water Fund and Wastewater Fund Budgets
- Pete Rogalsky, Public Works Director
5. Ordinance No. 44-15, Amending RMC Chapter 23.62 Regarding Wireless Communication Facilities
- Rick Simon, Development Services Manager
6. Ordinance No. 45-15, Amending the Zoning Classification on 18.7 Acres from C-3 to C-LB for Property Located at SR 240 and Kingsgate Way (Coastal Community Bank - Applicant (Closed Record))
- Rick Simon, Development Services Manager
7. Ordinance No. 46-15, Adding a New Section to RMC Title 24 Plats & Subdivisions, Providing for the Vacation of a Binding Site Plan
- Rick Simon, Development Services Manager
8. Ordinance No. 47-15, Proposed Increase in Appropriation of the Parks Project Construction and Industrial Development Funds
- Joe Schiessl, Parks and Public Facilities Director

Resolutions – Adoption:

9. Resolution No. 129-15, Approving Consultant Agreement with RH2 Engineering, Inc. for Comprehensive Water System Plan Update
- Pete Rogalsky, Public Works Director
10. Resolution No. 142-15, Approving an Interlocal Agreement with Benton County for an Affordable Housing Fund
- Kerwin Jensen, Community Development Director
11. Resolution No. 146-15, Proposed 2015-2017 Collective Bargaining Agreement with the Richland Police Guild
- Allison Jubb, Human Resources Director
12. Resolution No. 147-15, Reappointment to the Tri-City Regional Hotel-Motel Commission: Jerry Beach
- Heather Kintzley, City Attorney
13. Resolution No. 148-15, Authorizing Sponsorship Agreement with HAPO Community Credit Union for the Performance Stage at John Dam Plaza
- Joe Schiessl, Parks and Public Facilities Director
14. Resolution No. 149-15, Authorizing the Renewal Agreement for the Promotion of Tourism between the City of Richland and the Tri-Cities Visitor and Convention Bureau
- Cindy Johnson, City Manager
15. Resolution No. 150-15, Funding Recommendations for the 2016 Hotel/Motel Lodging Tax Fund
- Trish Herron, Communications and Marketing Manager
16. Resolution No. 151-15, Authorizing Supplemental Agreement No. 2 with JUB Engineers, Inc. for Additional Work on George Washington Way / I-182 Access Study
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

17. Expenditures from July 27, 2015 - August 7, 2015 for \$4,370,618.45 including Check Nos. 225460-225787, Wire Nos. 5961-5967, Payroll Check Nos. 100077-100092, and Payroll Wire/ACH Nos. 9071-9088
- Cathleen Koch, Administrative Services Director

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER THOMPSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 7-0.

Reports and Comments:

1. City Manager Reents noted the two items of business on the August 25, 2015, Council workshop: 1) an ordinance proposing to remove the term limits on the Utility Advisory Committee; and 2) appointing a new Council Member. She said there are six applicants at this time and Council will receive the application packets to review before the workshop. If Council selects an applicant, that person can be sworn in at the September 1 Council meeting. She also noted the two workshop items for discussion: the cyberstalking section of Ordinance No. 40-15; and a discussion on the proposed CIP projects, priorities and funding strategies and a recognition of Council Member Jones is scheduled at the workshop as well.

2. Council Members:

All Council Members thanked and honored Council Member Jones for his dedication and hard work on the Council and said he will be missed.

Council Member Jones said this is his last Council meeting. He said he was honored and proud to work for the City and recalled his history of living in Richland and serving on the Parks and Recreation Commission as well. He noted the accomplishments of the City he has seen happen over time.

Council Member Christensen would like to consider eliminating term limits from all of the boards, commissions and committees, not just the Utility Advisory Committee.

Council Member Thompson would also like to consider eliminating all term limits from the boards, commissions and committees.

Mayor Pro Tem Lemley attended the grand openings of Oil Can Henry's in the WinCo parking lot and the Tri City Vehicle Licensing business in the Uptown Shopping Center. He also attended George Garlic's annual picnic event.

3. Mayor Rose thanked Council Member Jones for his dedicated service on Council and wished him well on his future endeavors.

Adjournment:

Mayor Rose adjourned the meeting at 8:16 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



MINUTES

CITY COUNCIL SPECIAL MEETING / WORKSHOP

Richland City Hall ~ 505 Swift Boulevard

Tuesday, August 25, 2015

Special City Council Meeting – 6:00 p.m.

Attendance:

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

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

Agenda Item:

1. Discussion and Possible Selection of Interim Councilmember per Section 2.04 of the Charter of the City of Richland
- Cindy Reents, City Manager

Ms. Reents said due to an impending vacancy of Position No. 7, Council has occasion to appoint an interim Council Member to serve from approximately September 1, 2015, through December 15, 2015. On August 19, 2015, applications for eight (8) candidates were provided to City Council for review and consideration. During tonight's Special Meeting, Council has the opportunity to discuss the prospective candidates and may either vote to appoint one of the eight, or provide staff with further direction regarding the selection process.

Council Member Jones recused himself from the meeting, during the possible Council appointment, as he stated it is a conflict of interest. He left the Council Chamber at 6:01 p.m.

Council Members expressed great appreciation to the eight qualified candidates that applied for the vacant position. They briefly discussed the appointment process and then discussed the desired skill-set for the interim position, as the individual will need to fully participate in the 2016 budget process and possible bond rating issues.

COUNCIL MEMBER THOMPSON MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO APPOINT ED REVELL TO POSITION NO. 7 EFFECTIVE AUGUST 26, 2015. THE MOTION CARRIED 7-0.

Council Member Jones returned to the meeting at 6:12 p.m.

Council Member Kent announced that she and the Council Assignments Subcommittee will be meeting to discuss Council Member Jones' Council Assignments and the upcoming Tri-Cities Regional Public Facilities District Board term expiration and will provide a recommendation to Council within the next 30 to 45 days.

Mayor Rose adjourned the Special Meeting and opened the Workshop at 6:13 p.m.

City Council Workshop

Agenda Item:

1. Recognition of Council Member Greg Jones
- David Rose, Mayor

Mayor Rose read Council Member Jones' recognition plaque and presented it to him, noting this is Council Member Jones' last meeting, as he will be moving to Los Alamos for a career opportunity.

Council Member Jones expressed gratitude for the opportunity to serve as a Council Member.

2. Term Limits for Richland Boards, Commissions and Committees
- Heather Kintzley, City Attorney

Ms. Kintzley stated that during the regular Council meeting on August, 5, 2015, Council Member Thompson asked staff to prepare an ordinance that would expand the term limits on the Utility Advisory Committee (UAC) so that UAC Member Hank Kosmata would be eligible to serve additional time on the Committee.

During the regular Council meeting on August 18, 2015, Council Member Christensen indicated a desire to expand the notion of no term limits to all of Richland's Boards, Commissions and Committees and Council Member Thompson supported this approach.

Staff is looking for further direction from a majority of Council Members regarding possible removal of identified term limits for Richland's Boards, Commissions and

Committees (BCC). Ms. Kintzley distributed a list detailing the term limits for each BCC to Council noting that most BCCs have a 12-year term limit.

Council discussion included the merits, as well as the drawbacks of keeping the term limits as is, amending the term limits or disbanding the term limits from the Richland Municipal Code.

Ms. Kintzley stated that she would prepare an ordinance regarding the term limits for the City's Boards, Commissions and Committees and will bring it forward to the September 1, 2015, Council Meeting for Council consideration.

3. Discussion - Adoption of Cyberstalking Statute (Ordinance No. 40-15) - Heather Kintzley, City Attorney

Ms. Kintzley asserted that at the regular Council meeting on August 5, 2015, Council Member Thompson moved to table proposed Ordinance No. 40-15, until the matter could be further discussed at a Council Workshop. Council Member Thompson's objection to the proposed ordinance centers on adoption of a cyberstalking statute that, if adopted, could grant jurisdiction to the City of Richland to prosecute charges of cyberstalking that occur within city limits. Currently, Benton County has jurisdiction over prosecution of this particular offense when it is alleged to have been committed in Richland.

Staff brought the proposed ordinance forward at the request of the contracted City of Richland Prosecutor, who advised that these crimes are occurring within the City, and that adoption of a code provision granting jurisdiction to Richland to prosecute the charge makes sense based on an increase in occurrence. Richland Police also support adoption of the cyberstalking ordinance. Cyberstalking is already a crime under state law, so in the event Council chooses not to adopt the proposed cyberstalking code language, criminal cases will still be prosecuted by the Benton County Prosecuting Attorney's Office.

Depending on Council's direction, staff could continue to further refine the code language to articulate that to commit the crime of cyberstalking, the conduct of the defendant must be such that he or she is, as part of a persistent campaign, intending to harass, intimidate, embarrass or torment the victim through one of the three means listed.

Staff's position is that the ordinance, as proposed, does not run afoul of First Amendment free speech protections. Further, adoption of the statute is timely and appropriate given that approximately 48 states have passed some form of cyberstalking law, and the matter

has gained increasing prevalence in recent years due to media attention to suicides committed in relation to cyberstalking and cyberbullying.

Council asked for clarification of the proposed ordinance that includes cyberstalking statute and Ms. Kintzley provided additional explanation to answer Council's inquiries.

At the end of the discussion, Ms. Kintzley said she would bring the ordinance forward to the September 1, 2015, Council Meeting for Council consideration for second reading and passage. If Council's desire was to not enact the cyberstalking statute into the Richland Municipal Code (RMC), then she asked Council to adopt an amended ordinance that includes the other items within the proposed ordinance that need still to be updated within the RMC.

4. Discussion - Department of Energy (DOE) Land Transfer - Kerwin Jensen, Community Development Director

Mr. Jensen distributed a map that was included within the Council Packet. He said the City continues to work with the Department of Energy (DOE) and TRIDEC on the acquisition of property north of Horn Rapids Road and west of Stevens Drive. The property consists of approximately 1,621 acres that will be deeded to TRIDEC from the Department of Energy and then deeded from TRIDEC to both the City of Richland and the Port of Benton.

At the workshop last month, a scenario was presented to the Council on how the ownership of the property was proposed to be divided between the Port and the City based on discussions at the staff level. Discussions have continued with Port of Benton staff and we have a much more amenable proposal that we feel can be supported by both the Port and the City.

The proposal includes the immediate transfer (December 31st or earlier) of 507 acres to the City of Richland and 834 acres to the Port of Benton. Future transfers (following necessary assessments and/or cleanup) include 105 additional acres to the City of Richland and 23 additional acres to the Port of Benton. There is also potential of an additional 360 acres transferred to the City of Richland in the future.

Council briefly discussed the proposed acquisitions with the City, Port of Benton and TRIDEC with Mr. Jensen, regarding the buildout of utilities, proposed the TRIDEC acquisition and access to some of the parcels, as well as the boundary lines for the three entities.

Council Member Kent left the meeting at 6:57 p.m.

5. Review Proposed CIP Projects, Priorities and Funding Strategies

- Cathleen Koch, Administrative Services Director

Ms. Koch distributed copies of a memorandum and preliminary 2016-2030 Capital Improvement Plan to Council. She said several meetings were held with the Department Directors to prioritize projects and funding sources/strategies for the 2016-2030 Capital Improvement Plan (CIP) in order to make recommendations to the CIP Subcommittee. They also looked at revenue sources, such as lodging taxes, business license reserve funds, and other potential funding sources, to see how they could or should be repurposed for City priorities.

The Directors then forwarded their recommendations through 2020 to the subcommittee who reviewed the details. Funding strategies through 2020 have been mapped out and recommendations for the 2016 CIP are ready for the full Council to discuss with the following in mind:

- The majority of the projects through 2019 are paired up with a funding source
- The Subcommittee and staff focused on determining potential funding sources for the following projects: Duportail Bridge; Swift Corridor/City Hall; and the Pavement Management Program.

Ms. Koch said project priorities and funding strategies could change in the CIP based on grant availability or other unforeseen reasons.

Council and staff discussion included various aspects of the CIP projects and the proposed funding strategies.

Ms. Koch asked that Council review the preliminary CIP and provide feedback to City Manager Reents by Friday, September 4.

Other Items:

City Manager Reents announced that Finance Director Marsh will be retiring effective September 18 and an internal recruitment for the position will be conducted.

Council Member Christensen asked for an update on the John Dam Plaza Stage and the possibility of additional funding for the project.

Parks and Public Facilities Director Schiessl confirmed that there is an additional \$300,000 available from the Washington State Recreation and Conservation Office (RCO) for the project. The project will be more extensive than originally planned because of the additional funding.

Mayor Rose inquired about the upcoming meeting with the Confederate Tribes of the Umatilla Indian Reservation (CTUIR) scheduled for September 3, 2015, and a proposed Memorandum of Understanding (MOU).

Ms. Reents and Mr. Jensen confirmed the proposed MOU will be included in the Council agenda packet for the September 1, 2015, Council meeting.

Council Member Jones expressed appreciation to Council and staff again and wished them great success with future endeavors.

Adjournment:

Mayor Rose adjourned the workshop at 7:30 p.m.

Respectfully Submitted,

Debby Barham, Deputy City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 48-15, Amending RMC Title 3: Finance, Repealing and Replacing Chapter 3.04 Purchasing, in its Entirety

Department:

Administrative Services

Ordinance/Resolution Number:

48-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 48-15, amending RMC Title 3: Finance, by Repealing and Replacing Chapter 3.04 Purchasing, in its Entirety (Purchasing).

Summary:

Chapter 3.04 RMC regulates the procurement of goods, services and public works construction in conformance with state law, recommended business practices and delegates administrative approval for certain City procurements. In December 2003, Council adopted Ordinance 48-03, which amended the procurement policies.

During the last two years, staff has been evaluating the procurement policies last amended in December 2003, and identified sections requiring organization, clarification, and procurement efficiencies. To organize the required edits, current Chapter 3.04 is being repealed and replaced with a new Chapter 3.04.

The purpose of the code revision is to:

- Clarify delegated authority for informal solicitations and formal solicitations.
- Clarify the specific level of approvals for procurements and change orders/amendments.
- As state laws change from time to time, replace dollar thresholds with referenced Revised Code of Washington (RCW) to allow staff to administratively update the thresholds without requiring Council approval.

Staff surveyed other similar size cities, both in population and also by level of services provided. While Richland is a smaller city in population, the type of services we provide and the volume of purchases and contracts align us more with a mid-size or slightly larger city. Taking this in consideration, staff recommendations are based towards more mid-size cities. The new replacement Chapter 3.04 complies with all legal requirements and maintains sound business practices.

Fiscal Impact:

No

Attachments:

- I. Proposed Ordinance No. 48-15

ORDINANCE NO. 48-15

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 3: Finance, by repealing and replacing Chapter 3.04 in its entirety.

WHEREAS, the City's procurement practices are subject to state law, Richland Municipal Code (RMC), and City Procurement Policies; and

WHEREAS, the Revised Code of Washington (RCW), Chapter 35.21.500, provides for codification of city ordinances; and

WHEREAS, the City is committed to following state law and ensuring open, fair, and transparent, competitive and efficient procurement processes; and

WHEREAS, RMC Chapter 3.04: Purchasing has not been significantly updated since 2003; and

WHEREAS, the City is committed to improving delivery of services to its citizens; and

WHEREAS, the proposed changes to Chapter 3.04 are deemed necessary or desirable for the purpose of modernizing and clarifying the language of said Chapter, ensuring a logical arrangement of subject matter, and eliminating conflicts and inconsistencies, as provided in RCW 35.21.500; and

WHEREAS, the proposed changes to Chapter 3.04 will assist with the City's continued efforts to improve delivery of services to its citizens and the public.

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

Section 1. Chapter 3.04 of the Richland Municipal Code, enacted by Ordinance No. 32 and last amended by Ordinance No. 48-03, is hereby repealed in its entirety and replaced with the following:

Chapter 3.04 Purchasing

Sections:

- 3.04.010 Purpose.
- 3.04.020 Policy statement.
- 3.04.030 Definitions.
- 3.04.040 General provisions.

- 3.04.050 Purchase of goods.
- 3.04.060 Services.
- 3.04.070 Public works.
- 3.04.080 Amendments and change orders.
- 3.04.090 Intergovernmental agreements.
- 3.04.100 Cooperative purchasing.
- 3.04.110 Purchases from/through the United States Government.
- 3.04.120 Emergencies.
- 3.04.130 Exceptions to competitive solicitation requirements.

3.04.010 Purpose.

This chapter is intended to direct the contracting for goods, services and public works at a reasonable cost using an open, fair, documented and competitive process whenever reasonable and possible. The integrity, efficiency, and effectiveness of the city's procurement functions are critical elements of sound government.

3.04.020 Policy Statement

- A. The city desires a fair and open process for procurement of goods and services that is free from the potential for bias and conflict of interest. In addition, the city desires consistent and appropriate practices for solicitations and contracting. All procurements of goods and services shall provide the city with the best quality and best value.
- B. All purchases are to be made within budgetary limitations and for the purpose of the goals and objectives approved in the city's budget. Any purchase made that is not within budgetary limits shall be pre-approved through a budget amendment process. All purchases made by the city shall ultimately be approved by the City Council through the expenditure approval process.
- C. The purchasing procedures of this chapter govern the purchase of goods, nonprofessional and professional services, public works contracts, and the small works roster process. The purchasing procedures for the lease of equipment or other personal property shall be based on the aggregate value of the lease payments used in lieu of a purchase price, following the procedure for the purchase of goods. The Purchasing Officer shall be responsible for administration of this chapter.

3.04.030 Definitions

"Architectural and engineering services" means professional services rendered by any person, other than a city employee, to perform activities within the scope of the professional practice of architecture (Chapter 18.08 RCW), professional practice of engineering and land surveying (Chapter 18.43 RCW), and/or professional practice of landscape architecture (Chapter 18.96 RCW).

“Craft or trade” means a recognized construction trade or occupation for which prevailing wage categories are established by the Department of Labor and Industries of the State of Washington.

“Contract term option” is the right by which, for a specified time, the city may elect to extend the term of the contract.

“Emergency” means unforeseen circumstances beyond the control of the city that either present a real, immediate threat to the proper performance of essential functions or will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken.

“Formal solicitation process” is the competitive process of advertising and receiving submissions of bids or proposals from prospective vendors. The submissions are submitted in such a manner as to prevent their content from being revealed before the established due date and time for receipt.

“Goods” means all materials, supplies, equipment or other tangibles.

“Informal solicitation process” is obtaining competitive submissions from vendors that are obtained using a variety of mediums such as electronic submittal, phone, fax, e-mail, or writing.

“Interlocal agreements” are the exercise of governmental powers in a joint or cooperative undertaking with another public agency. Purchase of goods or services from another public agency which is not an exercise of the city’s governmental powers is not an interlocal agreement and shall be approved under sections 3.04.050 and 3.04.060.

“Life cycle cost” means the total cost of an item to the city over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.

“Nonprofessional services” are services purchased by the city in which the contractor receives specific instructions and guidance from the city and does not meet the definition of professional services, or architectural and engineering services. Examples of nonprofessional services include machine repair, debt collection services, temporary service agencies, credit card services, equipment service agreements, auctioning services, software licenses, software maintenance, delivery services, inspections, advertising, etc. Prevailing wages may apply to nonprofessional service contracts.

“On-call contract” means a contract that is awarded with general provisions for the services to be rendered. As services are to be rendered, specific task orders are initiated that are to be completed by the contracting firm. Prevailing wages may apply to on-call contracts.

“Ordinary maintenance” is work not performed by contract and that is performed on a regularly-scheduled basis (e.g., daily, weekly, seasonally, semi-annually, but less frequently than once per year), to service, inspect, or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.

“Professional services” are customized services of specialized intellectual or creative expertise based on personal skill or ideas of an individual(s), generally one-time expertise to solve a problem or render professional opinions, judgments or recommendations. The labor and skill involved to perform these types of services are predominately mental or intellectual, rather than physical or manual. Examples include artistic design, marketing, analysis, financial expertise, accounting, attorneys, bond brokers, computer consultants, insurance brokers, economists, planners, real estate services, etc. This term does not include architectural and engineering services.

“Public work” as defined in RCW 39.04.010, means a complete project, and includes all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the city or which is by law a lien or charge on any city property. Public work projects include the related materials, supplies and equipment to complete the project.

“Purchasing Officer” means the Purchasing Manager of the Purchasing Division of the Administrative Services Department.

“Request for proposals (RFP)” means a process that requests interested firms to submit a proposal for completing a project. Proposals are evaluated based on criteria identified in the RFP, including, but not limited to, the quality of the proposal, experience, cost, and references.

“Request for qualifications (RFQ)” means a process that requests interested consultants to submit a statement of their qualifications. Submittals are evaluated based on criteria identified in the RFP, including, but not limited to, experience, expertise, and references. Cost cannot be a consideration until after a consultant has been selected at which point the price may be negotiated.

“Small works roster” is a roster of qualified contractors maintained for use in a modified formal bid process. When a public works project has an estimated value threshold as provided under RCW 39.04.155, as now enacted or hereafter amended, a city may follow the small works roster process for construction of a public work or improvement as an alternative to competitive formal solicitation requirements.

“Solicitation” means quotes, bids, requests for proposals and requests for qualifications.

3.04.040 General Provisions

- A. The City Manager shall be responsible for all city purchasing and may appoint a Purchasing Officer who shall be employed in the Purchasing Division of the Administrative Services Department. The Purchasing Officer, under the direction and approval of the Administrative Services Director, shall be charged with developing administrative procedures to implement this chapter. Procedures should ensure the fiscal responsibility of the city in expending resources for goods and services for city operations. The procurement procedures of the city shall be based on guidelines provided in the Revised Code of Washington (RCW), by the State Auditor’s Office, by Municipal Research Services Center and best business practices.
- B. Federal or state funds. When a procurement involves the expenditure of state or federal funds or grants, purchasing shall be conducted in accordance with any applicable federal or state laws or regulations.
- C. Breaking down or splitting purchases. The breaking down or splitting of any purchase or contract into units or accomplishing any purchase by phases for the purpose of avoiding the maximum dollar amount prescribed in this chapter is contrary to public policy and is prohibited.
- D. Unauthorized purchases. Only authorized individuals may financially obligate the city in the acquisition of goods, services and public works. Any financial obligation made by an individual lacking authority to procure on behalf of the city shall not be deemed ratified or approved by any city official, and the city shall not be bound thereby, except as may be required by law. Individuals procuring on behalf of the city without proper authorization may be held personally liable for unauthorized debts incurred.
- E. Conflict of interest.
 - 1. To ensure objectivity and eliminate unfair competitive advantage, suppliers (vendors) and consultants who participate in the development or drafting of specifications, requirements, requests for quotes or proposals, shall be excluded from competing for such purposes.
 - 2. To avoid potential conflicts of interest, no employee, Councilmember or contracted personnel should participate in the selection, award, or administration of purchases or contracts in which, to his or her knowledge, the individual, immediate family, or partner has a financial interest in the supplier’s organization.

- F. Procurement methods. Allowable procurement methods include the use of purchase orders, direct purchases (no purchase order), procurement cards (P-Cards), personal reimbursement, petty cash, credit cards, quotes, invitations to bids (ITB), requests for proposals (RFP), requests for qualifications (RFQ), small works roster (SWR), and contracts as the procurement methods are used in compliance with the city's purchasing policies. With appropriate security and internal controls, these procurement methods may be used electronically.
- G. Signature authority. The City Manager may delegate the signature authority provided in this chapter to the Purchasing Officer or to other city employee(s) as deemed appropriate.
- H. Standards for determining lowest responsible bidder.
1. Public works – state mandated criteria. In determining lowest responsible bidder for a public works project, in addition to price, the criteria for bidder responsibility set forth in RCW 39.04.350(1), as now enacted or hereafter amended, shall apply.
 2. Public works – supplemental criteria. Supplemental criteria for bidder responsibility for public works projects set forth in RCW 39.04.350(2), as now enacted or hereafter amended, may be considered and may be set forth in the applicable bid documents.
 3. Responsible bidder criteria. The following may also be considered by the city in determining bidder responsibility for all city procurements:
 - a. The ability, capacity and skill of the bidder to perform the contract;
 - b. Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference;
 - c. The reputation, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts by the bidder in the city and in other jurisdictions;
 - e. The previous and existing compliance by the bidder with laws, ordinances, and city policies relating to contracts or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract;
 - g. The quality, availability and adaptability of the materials, supplies or equipment to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

3.04.050 Purchase of goods.

- A. Purchasing limitations. Purchase limitations apply to the cost of an individual item; the aggregate sum of the same items; the aggregate sum of items used together in conjunction or closely related items to fulfill a specific business need, which are not part of a public works project as defined by RCW 39.04.010, as now enacted or hereafter amended, and these policies. Total cost includes sales tax, delivery charges and any other miscellaneous charges. The City Manager may authorize, or delegate the authorization of, the acquisition of materials, supplies or equipment with a cost of \$100,000 or less.
1. Purchases equal to or less than \$5,000. Purchases of goods where the cost is \$5,000 or less, do not require any informal or formal competitive process or purchase order. Departments are allowed to make these purchases administratively in accordance with procedures developed by the Purchasing Officer.
 2. Purchases greater than \$5,000 and equal to or less than \$15,000. Purchases of goods where the cost is greater than \$5,000, but equal to or less than \$15,000, require the city to make every effort to obtain a minimum of three (3) informal solicitations in accordance with procedures developed by the Purchasing Officer.
 3. Purchases greater than \$15,000 and equal to or less than \$50,000. Purchases of goods where the cost is greater than \$15,000, but equal to or less than \$50,000, require the city to obtain a minimum of three (3) written informal solicitations (excluding telephone quotes) in accordance with procedures developed by the Purchasing Officer.
 4. Purchases greater than \$50,000 but less than or equal to \$100,000. Purchases of goods where the cost is greater than \$50,000, but less than or equal to \$100,000, require the city to follow a formal solicitation process in accordance with procedures developed by the Purchasing Officer.
 5. Purchases greater than \$100,000. Purchases of goods where the cost is greater than \$100,000 require the city to follow formal competitive bidding process in accordance with procedures developed by the Purchasing Officer. The City Council shall authorize these purchases based on the results of the formal solicitation process and Purchasing Officer recommendations.
 6. Other than one-time purchases, any award for goods shall limit the total life of the contract term to the first period, and option time periods to less than or equal to five (5) years, unless otherwise approved by the City Manager. Prices for the first period and option time periods shall be firm and fixed wherever possible, and shall be established in the initial procurement. If it is not possible to establish firm, fixed prices, changes in any of the option period price shall be tied to a well-known, published pricing index, such as the appropriate Consumer Price Index (CPI) or

documentation of cost increases that are passed on beyond the control of the supplier and passed onto the City.

- B. Life cycle costing. In considering the purchase of goods, whenever there is a reason to believe that applying the life cycle costing" method of a purchase evaluation would result in the lowest total cost to the city, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

3.04.060 Services

- A. Purchasing limitations. Purchase limitations apply to the cost related to the acquisition of services to fill a specific business need. Cost is inclusive of any required sales tax and related expenses.
 - 1. Contracts, or task orders under an on-call agreement, to purchase services equal to or less than \$50,000 may be executed, or delegated, by the City Manager.
 - 2. Contracts to purchase services greater than \$50,000 shall be authorized by City Council.
 - 3. The initial contract procurement process should apply a realistic and complete scope of services and length of time necessary to complete a project unless intermediate stages have documented independent utility, or there is a need for immediate action on a project using a limited scope and Council authorization on the full project is processed without delay.
 - 4. The contract shall limit the total life of the contract term to the first period and option time periods to less than or equal to five (5) years, unless otherwise approved by the City Manager or Council. Prices for the first period and option time periods shall be firm and fixed wherever possible and shall be established in the initial contract negotiation and execution. If it is not possible to establish firm, fixed prices, changes in any of the option period prices shall be tied to a well-known, published pricing index, such as the appropriate Consumer Price Index (CPI) or documentation of cost increases that are passed on beyond the control of the service provider and passed onto the City.
- B. Contract required. The purchase of services require that the city enter into a contract for the service, with the exception of temporary employment agency services, auto repair, title reports, messenger/process service, as established by the Purchasing Officer. Standard services with a service provider where the total cost is equal to or less than \$5,000 in a calendar year do not require a contract. Departments are allowed to acquire these services administratively in accordance with procedures developed by the Purchasing Officer.

- C. On-call service contracts. On-call service contracts will be procured with the process identified in subsection D or E of this section. Individual task orders of on-call service contracts shall not exceed \$50,000.
- D. Architectural, landscape architectural, and engineering services (A&E).
1. Procurements for architectural and engineering services shall be conducted as provided for in Chapter 39.80 RCW. The Purchasing Officer shall prescribe policies and procedures for use of the A&E roster(s) programs in accordance with state law.
 2. Contracts that have an estimated cost of equal to or less than \$50,000 can be procured using an informal solicitation process in accordance with procedures developed by the Purchasing Officer.
 3. Contracts that have an estimated cost in excess of \$50,000 must use a formal solicitation process in accordance with procedures developed by the Purchasing Officer; provided, however, that the City Manager may in the following circumstance waive the solicitation process for contracts greater than \$50,000, and allow the acquisition of services from the city's A&E roster(s):
 - a. Quantifiable costs of delay in using an RFQ process are likely to outweigh higher quality performance expected from the formal solicitation process.
- E. Professional and nonprofessional services (excluding architectural, landscape architectural, and engineering services).
1. Contracts that have an estimated cost of equal to or less than \$50,000 can be procured using an informal solicitation process in accordance with procedures developed by the Purchasing Officer.
 2. Contracts that have an estimated cost in excess of \$50,000 must use a formal solicitation process in accordance with procedures developed by the Purchasing Officer; provided, however, that the City Manager may in the following circumstances waive the solicitation process for contracts greater than \$50,000:
 - a. Quantifiable costs of delay in using a formal solicitation process are likely to outweigh higher quality performance expected from the formal solicitation.
- F. Procurement record. The procurement record, proposal evaluation worksheet and each proposal, to the extent allowed by law, shall be open to public inspection following contract award.

3.04.070 Public Works

- A. Purchase order or contract required. All purchases for public works require a purchase order or executed contract.

B. Purchasing procedures.

1. Total estimated cost for a public works project includes all amounts paid for materials, supplies, equipment, and labor on the construction of that project which is inclusive of sales tax, unless exempted by law, on one continuous or interrelated project where work is to be performed simultaneously or in close sequence.
2. Public works contracts shall follow bid requirements applicable to first class cities as set forth in RCW 35.22.620, as now enacted or hereafter amended, and procedures developed by the Purchasing Officer.
3. The city shall award all contracts under this section to the lowest responsible bidder as defined in section 3.04.040 (G), as now enacted or hereafter amended; provided, however, that the city reserves its right under applicable law to reject any and all bids, and also to waive "minor irregularities if in the public interest."

C. Purchasing limitations. The award of public works projects equal to or less than the dollar threshold for small works projects as provided under RCW 39.04.155, as now enacted or hereafter amended, may be executed, or delegated, by the City Manager.

D. Competitive bids.

1. At the discretion of the City Manager, projects for a single craft or multiple crafts with a reasonably anticipated price equal to or less than the dollar thresholds as provided under RCW 35.22.620(3), as now enacted or hereby amended, may not require the use of competitive quotes or bids. Departments may make these purchases administratively in accordance with procedures developed by the Purchasing Officer and approved by the City Manager.
2. Projects for a single craft or multiple crafts with a reasonably anticipated price higher than the dollar thresholds as provided under RCW 35.22.620(3), as now enacted or hereafter amended, up to the maximum dollar threshold as provided in RCW 39.04.155, as now enacted or hereafter amended, shall either use the small works roster or a formal solicitation process developed by the Purchasing Officer.
3. Projects with a cost in excess of the maximum dollar threshold as provided in RCW 39.04.155, as now enacted or hereafter amended, require a formal solicitation process developed by the Purchasing Officer. The City Council shall authorize these purchases and provide authority for the City Manager to execute the related contract.

E. Small works roster.

1. For public works in which the estimated cost is equal to or less than the value threshold as provided under RCW 39.04.155, as now enacted or hereafter amended, the city may use a small works roster or rosters or limited public works as an alternative to bidding, provided, that in such case, the Purchasing Officer shall develop policies and procedures for use of small works roster and limited public works programs in accordance with law.

2. The Purchasing Officer shall make available a list of the contracts that have been awarded under the small works roster. The list shall contain the name of the awarded bidder, the amount of the contract, a brief description of the type of work performed, and the date it was awarded. The list may be posted on the city's website or made available from the Purchasing Officer.

3.04.080 Amendments and change orders.

A. Amendments and Change Orders.

1. Amendments or change orders to contracts, including interlocal agreements, which result in the final contract amount exceeding the purchase limits identified in this chapter may be administratively approved, or delegated, by the City Manager if the changes are:
 - a. Within the scope of the project or purchase;
 - b. Executed in writing; and
 - c. The amount is equal to or less than the City Manager's purchase limit of \$50,000.
2. Contract amendments or change orders that are strictly a change to the contract expiration date may be administratively approved by the Purchasing Officer.
3. The value of all amendments or change orders will be aggregated, and when any single amendment or combination of change orders on the same project or purchase exceeds the limit under subsection (A)(1)(c) of this section the change must be approved by the City Council, except:
 - a. For service contracts to accomplish an ongoing city program rather than a discrete project, the aggregation of administrative change orders shall be recalculated after each contract year;
 - b. Where the size of the contract makes it probable that administrative change order authority will be quickly exhausted, upon recommendation of the City Manager, the City Council may extend the aggregate limits of subsection (A)(1)(c), of this section upon award of a particular contract; and
 - c. A contract amendment, when approved by the City Council under subsection (A)(3) of this section, shall allow new administrative amendments or change orders to the amended contract to be approved under the requirements of subsection (A)(1) of this section.

3.04.90 Intergovernmental agreements.

Intergovernmental agreements, also known as interlocal agreements, that are the exercise of governmental powers in a joint or cooperative undertaking with another public agency shall be approved by Council. Purchase of goods or services from another public agency (cooperative purchasing) are not included in this section. Intergovernmental agreements shall be approved by the City Council.

3.04.100 Cooperative purchasing.

The Purchasing Officer shall have authority to enter into cooperative purchasing arrangements with other public agencies, including nonprofit corporations, as allowed under RCW 39.34.030, as now enacted or hereafter amended, when the best interests of the City would be served. Purchases made under an established cooperative purchasing agreement shall be approved under sections 3.04.060 and 3.04.070. The Purchasing Officer shall prescribe policies and procedures for using cooperative purchasing contracts in accordance RCW 39.34.030, as now enacted or hereafter amended.

3.04.110 Purchases from/through the United States government.

- A. In accordance with RCW 39.32.090, as now enacted or hereafter amended, this chapter allows for the purchase of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or through the United States government without calling for competitive solicitations.
- B. The Purchasing Officer is responsible for reviewing the proposed purchase to determine if the purchase is in the best interests of the city.
- C. Purchases under this section shall be approved under sections 3.04.060 and 3.04.070.

3.04.120 Emergencies.

- A. Notwithstanding any other provisions of this section, the City Manager or designee may make or authorize others to make emergency procurements of materials, supplies, equipment, or services, without complying with the requirements of this section when there exists a threat to public health, welfare, or safety, or where the city may suffer a substantial monetary loss by reason of the time required to follow regular purchasing procedures, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.
- B. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.
- C. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and listing of the item(s) procured under the contract, which shall be reported to the City Council at the next subsequent meeting.

3.04.130 Exceptions to competitive solicitation requirements.

A. Open market purchases allowed. The City Manager or designee is authorized to allow open market purchases without obtaining competitive quotes, bids or solicitations under the following conditions:

1. Surplus or distress sale. When it is possible to procure obvious bargains through the procurement of surplus or distress material, supplies or equipment.
2. Auctions. RCW 39.30.045, as now enacted or hereafter amended, authorizes the city to acquire supplies, materials, and equipment through an auction conducted by the United States or any agency thereof, an agency of the State of Washington, a municipality or other government agency, or any private party, without quotations or bids, if the items to be purchased can be obtained at a competitive price.
3. Interlocal joint purchasing agreements. Goods and services may be purchased under RCW 39.34, as now enacted or hereafter amended, using joint purchasing agreements with organizations allowed under RCW 39.34.030 as now enacted or hereafter amended.
4. Procurements of goods, services or public works in the event of an emergency.

B. Waiver of competitive solicitation requirements. The competitive solicitation requirements set forth in this chapter for goods and services may be waived by the City Manager or designee; provided, however, that whenever the cost of the procurement exceeds fifty thousand dollars, the City Manager or designee shall provide City council with a list of solicitations that have been waived. Competitive solicitation requirements may be waived for:

1. Single source/sole source procurement. Competitive solicitation requirements may be waived under circumstances where there is only one feasible supplier, including circumstances where the procurement is required to improve or maintain a proprietary system or where the procurement is intended to promote the standardization of a system by purchasing from a single source. The Purchasing Officer shall prescribe policies and procedures for use of sole or single source procurements.
2. Not practicable procurements. Competitive solicitation requirements may be waived when the obtaining of competitive solicitations will cause a delay resulting in an appreciable loss to the city. The Purchasing Officer shall prescribe policies and procedures for use of not practicable procurements.
3. Other exemptions. The City Manager may establish a policy exempting certain procurements or classes of procurements from the formal competitive process as recommended by the Purchasing Officer.

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 50-15, Amending RMC Title 2: Administration and Personnel of the Richland Municipal Code to Eliminate Term Limits for the City's Boards, Commissions and Committees except as required by State Law

Department:
City Attorney

Ordinance/Resolution Number:
50-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 50-15, amending Title 2: Administration and Personnel of the Richland Municipal Code to eliminate term limits for the City's Boards, Commissions and Committees except as required by State law.

Summary:

City Council, during a regularly scheduled Council Workshop on August 25, 2015, discussed at length the appropriateness of the existing term limits for members of the City's various boards, commissions and committees. During the course of the discussion, the predominant opinion of Council was to eliminate term limits from the Richland Municipal Code.

Proposed Ordinance 50-15, if adopted, eliminates existing term limits for the members of the City's various boards, commissions and committees, with the exception of the Library Board. Pursuant to RCW 27.12.190, library board trustees are limited to two consecutive five (5) year terms.

The appointment process and term durations for all boards, commissions and committees remain unchanged.

Fiscal Impact:

None.

Attachments:

I. Ordinance 50-15

ORDINANCE NO. 50-15

AN ORDINANCE of the City of Richland amending Title 2: Administration and Personnel, of the Richland Municipal Code eliminating term limits for the City's boards, commissions and committees unless required by State law.

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

Section 1. Section 2.04.110, entitled Boards, commissions and committees, is hereby amended to read as follows:

2.04.110 Boards, commissions and committees.

There shall be the following boards, commissions and committees: planning commission, personnel committee, library board, firemen's pension board, board of trustees of the relief and pension fund of the police department, board of adjustment and such other boards, commissions and committees as have been or are hereafter established by ordinance or by general laws. Each board, commission or committee shall be so organized and shall have such powers as are conferred and such duties as are required by general laws, the Charter and ordinances. Whenever possible, the administrative officer of the department or offices most closely connected with the activity of a board, commission or committee shall serve as secretary of that board, commission or committee.

~~A. Applicability. Subsections (B) through (E) of this section shall apply to the following committees and commissions unless otherwise noted: the utility advisory committee, the economic development committee, the planning commission, the parks and recreation commission and the board of adjustment.~~

~~AB.~~ Liaisons. Boards, ~~C~~commissions and committees may appoint nonvoting liaisons to other boards, commissions and committees. Liaisons shall not be members of the board, commission or committee to which they are appointed, but shall fulfill the role of facilitation and transfer of information between the respective board, committee ~~and or~~ commission.

~~B~~C. Membership Limitations. A board, commission or committee member is limited to membership on two boards, commissions or committees, including ad hoc or temporary committees in existence for a period exceeding six months.

~~CD.~~ Term Limits and Residency Requirement. Term limits shall be imposed only as required by State law. All board, commission or committee members ~~including personnel committee, lodging tax advisory committee and Americans with Disabilities Act review committee shall serve no more than 12 consecutive years on the same commission or committee and~~ shall be residents of the city, except for youth members of the arts commission and the parks and recreation commission, who shall be residents of the Richland school district, ~~and~~ members of the lodging tax advisory committee and economic development committee, who shall be corporate citizens of Richland, and up to three (3) members of the Americans with Disabilities Act citizens review committee,

who may reside outside of city limits per RMC 2.11.010. ~~The council may waive this limitation for any member of any board, commission or committee for one term.~~

DE. Removal. A board, commission or committee member shall be removed upon absences from three consecutive regular meetings or four meetings within a 12-month period. [Ord. 125; Ord. 40-98; Ord. 07-00; Ord. 14-03; Ord. 31-03; Ord. 33-04; Ord. 38-05; Ord. 04-07; Ord. 08-07; Ord. 14-15 § 1].

Section 2. Section 2.16.010, entitled Membership, as it relates to the Richland Planning Commission is hereby amended to read as follows:

2.16.010 Membership.

There is created a planning commission (hereinafter referred to as the “commission”) composed of seven members appointed by the city council. Members shall ~~be appointed for a term of~~ serve staggered ~~six-years terms~~ and until their successors are appointed and confirmed. Members shall be selected without regard to political affiliation and shall serve without compensation. ~~The terms of the three representatives from other city committees will be terminated at the end of 2005. Three new planning commission members will be appointed to the commission by January 2006. The three members shall have initial staggered terms of two, four and six years respectively based upon their time of appointment. Thereafter, all planning commission members shall be appointed for a term of six years.~~ Selection of members shall follow established procedures as set forth in RMC 2.04.120. Each appointee shall commit to attending meetings and workshops and to do the necessary preparation for such position. General requirements of participation on the planning commission include:

- A. General knowledge of the council’s community priorities;
- B. A strong desire to be involved with land use development on behalf of the city of Richland;
- C. The following backgrounds are desirable: urban planning, architecture, transportation, civil engineering, geology, or economic development;
- D. Participation in community activities and time availability will also be considered. [Ord. 23; Ord. 342; Ord. 461; Ord. 742 § 1.02; Ord. 765; Ord. 806 § 1.14; Ord. 7-80 § 1.02; Ord. 16-84; Ord. 39-90; Ord. 40-91; Ord. 40-98; Ord. 14-03; Ord. 38-05; Ord. 42-14 § 1.01].

Section 3. Section 2.20.020, entitled Membership, as it relates to the Richland Code Enforcement Board is hereby amended to read as follows:

2.20.020 Membership.

The board shall be composed of five voting members appointed by city council. All members of the board shall be residents of the city of Richland, both at the time of their appointment and for the full term of their appointment. Selection of members shall follow

established procedures as set forth in RMC 2.04.120. Members shall serve staggered two-year terms and until their successors are appointed and confirmed. ~~No person shall serve more than four terms or eight consecutive years. In the instance of an appointment to fill a vacancy for an unexpired term, a full term shall be considered a period in excess of one year.~~ [Ord. 05-10 § 1.01; Ord. 10-15 § 1; Ord. 10-15A § 1; Ord. 29-15 § 1].

Section 4. Section 2.28.125, entitled Personnel committee – Composition and organization, is hereby amended to read as follows:

2.28.125 Personnel committee – Composition and organization.

A. The city council shall appoint a personnel committee consisting of three members who shall serve without compensation. All members shall be citizens of the United States, residents of the city for at least three years immediately preceding such appointment, and registered voters. During the term of office, a member of the personnel committee shall not serve on any other Richland municipal board, commission or committee. Selection of members shall follow established procedures as set forth in RMC 2.04.120.

B. The term of office for personnel committee members shall be for three years. Members shall serve for their designated terms and until their successors are appointed. ~~Appointment to the committee is limited to two consecutive terms. In the instance of an appointment to fill a vacancy for an unexpired term, a full term shall be considered a period greater than one year. A period of one year must lapse before an individual may again be considered for appointment.~~

C. Upon appointment of a new member, the committee shall organize by electing one of its members as chairperson. Two members shall constitute a quorum and the votes of any two members of such committee concurring shall be sufficient for the decision of all matters to be decided by the committee. The committee shall hold at least six regular meetings each year and such other additional meetings as may be required for the proper discharge of its duties.

D. Any member of the personnel committee may be removed from office by the city council for incompetency, dereliction of duty, malfeasance in office or other good cause. Unexcused absences for three consecutive regular meetings or any absence, excused or unexcused, from at least one-half of the meetings in a 12-month period are grounds for removal. Workshops shall be excluded from the definition of “meetings” for purposes of this section. [Ord. 50-77 § 1.02; Ord. 39-90; Ord. 40-91; Ord. 3-97; Ord. 40-98].

Section 5. Section 2.12.010, entitled Membership, as it relates to the Richland Library Board is hereby amended to read as follows:

2.12.010 Membership.

There is created a library board (hereinafter referred to as the “board”) composed of five trustees as recommended by the council assignments committee to the mayor, appointed by the mayor and confirmed by a majority of city council. Trustees shall serve staggered five-year terms and until their successors are appointed and confirmed. No person shall

be appointed to serve more than two consecutive terms as library trustee [pursuant to RCW 27.12.210](#). In the instance of an appointment to fill a vacancy for an unexpired term, a full term shall be considered a period of time in excess of one year.

The library trustees shall be selected without regard to political affiliation and shall serve without salary or other compensation, but shall be reimbursed for necessary expenses actually incurred, out of library funds. All members shall be residents of the city of Richland, Washington. [Ord. 67 § 1.01; Ord. 181; Ord. 742 § 1.01; Ord. 7-80 § 1.01; Ord. 39-90; Ord. 40-91; Ord. 40-98].

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 51-15, Amending RMC Title 3: Finance, by Repealing and Replacing Chapter 3.08 Surplus, in its Entirety

Department:

Administrative Services

Ordinance/Resolution Number:

51-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 51-15, amending RMC Title 3: Finance, by Repealing and Replacing Chapter 3.08 Surplus, in its Entirety.

Summary:

Chapter 3.08 RMC regulates the sale of personal property. In May 1999, Council adopted Ordinance 16-99 to increase the value threshold for Council approval.

During the last two years, staff has been evaluating the surplus policies that were last amended in May 1999 and identified additional information to include and updated value thresholds. To organize the required changes, current Chapter 3.08 is being repealed and replaced with a new Chapter 3.08.

The purpose of the code revision is to:

- Update disposition of personal property values thresholds considering inflation and increased price costs.
- Clarify delegated authority for informal and formal surplus actions, trade-ins, and donations.
- Clarify disposal requirements as required by specific Revised Code of Washington (RCW).

Staff reviewed other cities' surplus policies and recommendations are based on the surplus policies reviewed with similar surplus activity and types of surplus materials. The new replacement Chapter 3.08 complies with all legal requirements and includes sound business practices.

Fiscal Impact:

No

Attachments:

- I. Proposed Ordinance No. 51-15

ORDINANCE NO. 51-15

AN ORDINANCE of the City of Richland amending Title 3: Finance, of the Richland Municipal Code by repealing and replacing Chapter 3.08: Sale of Personal Property, in its entirety.

WHEREAS, Richland Municipal Code (RMC) Chapter 3.08 authorizes the sale of personal property; and

WHEREAS, the procedures for sale of personal property and value levels have not been modified for ten (10) years or more and require reevaluation due to inflation and increased costs; and

WHEREAS, the Revised Code of Washington (RCW), Chapter 35.21.500, provides for codification of city ordinances; and

WHEREAS, the proposed changes to RMC Chapter 3.08 are deemed necessary or desirable for the purpose of modernizing and clarifying the language of said Chapter, ensuring a logical arrangement of subject matter, and eliminating conflicts and inconsistencies; and

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

Section 1. Chapter 3.08 of the Richland Municipal Code, enacted by Ordinance No. 156 and subsequently amended by Ordinance No. 16-99, is hereby repealed in its entirety and replaced with the following:

Chapter 3.08 Disposition of City Owned Personal Property

Sections:

- 3.08.005 Purpose
- 3.08.010 Guidelines for decision.
- 3.08.020 Definitions.
- 3.08.030 Responsibility for administration.
- 3.08.040 Determination of value.
- 3.08.050 Disposition of property.
- 3.08.060 Sale of surplus to another governmental entity.
- 3.08.070 Donation.
- 3.08.080 Trade-in of surplus equipment.
- 3.08.090 Exceptions.
- 3.08.100 Restrictions.

3.08.005 Purpose.

The purpose of this chapter is to establish procedures for the disposition of tangible personal property owned by the City of Richland that is not needed at present or in the foreseeable future, or is no longer of value or use to the city (also referred to as surplus property).

3.08.010 Guidelines for decision.

The disposition of all surplus personal property under this chapter shall be done in a manner that is in the city's best interests. Factors to consider in determining the city's best interests include but are not limited to:

1. Possible future requirements of the city;
2. Present value of the property;
3. Likelihood of locating a buyer;
4. Donation.

3.08.020 Definitions.

"Estimated market value" is the sale price of property as between a willing seller, who desires but is not required to sell and a willing purchaser, who desires but is not required to buy, assuming both are knowledgeable as to all uses to which the property can be put.

"Expendable property" is that property which, when committed to the purpose intended, has its usefulness consumed and thereafter has no further value.

"Personal property" is city-owned equipment, machinery and tools (does not include expendable supplies).

"Surplus property" is personal property obsolete or no longer maintainable, including waste or scrap materials.

"Worthless property" is property which when processed in the manner most advantageous to the city cannot reasonably be sold for an amount sufficient to recoup the cost of sale or disposal.

3.08.030 Responsibility for administration.

The city's purchasing manager, or such other officer with equivalent duties as may from time to time be appointed, is responsible for establishing the processes and administration of this chapter. The purchasing manager shall coordinate the disposition of surplus property, and shall aid the city manager and city council in determining the

best method of disposal. All departments of the city shall cooperate with the purchasing manager to ensure the most efficient and beneficial disposition of surplus property.

3.08.040 Determination of value.

- A. A city department wishing to dispose of a single item of surplus property, or a group of items, shall make an estimate of the reasonable market value in “as is, where is” condition. If the department responsible for the property cannot make the estimate, the purchasing manager shall determine the reasonable market value.
- B. The purchasing manager may establish guidelines to assist departments in determining whether it is suitable to keep or dispose of used property.
- C. When disposal is made to the general public through sealed bid or auction, final determination of value shall be the highest responsible bid or offer.

3.08.050 Disposition of property.

- A. \$5,000 or less. Approval of the city council is not required for the sale or disposition of any city-owned personal property with an individual item estimated value equal to or less than \$5,000.
 - 1. Property value up to \$2,000.
 - a. If the surplus property’s individual item estimated value is equal to or less than \$500, has no commercial auction or scrap value and would cost more to sell as compared to the net proceeds received, the surplus property may be considered worthless property and may be disposed of as determined by the purchasing manager.
 - b. If the surplus property’s individual item estimated value is equal to or less than \$2,000, the purchasing manager may dispose of the property in any manner deemed to be in the city’s best interests, as determined consistent with the guidelines in Section 3.08.010 and this chapter.
 - 2. Property value over \$2,000 and up to \$5,000.
 - a. If the surplus property’s individual item estimated value is over \$2,000 and equal to or less than \$5,000, the city manager may dispose of the property in any manner deemed to be in the city’s best interests, as recommended by the purchasing manager, and consistent with the guidelines in Section 3.08.010 and this chapter.
- B. Over \$5,000. Approval of the city council is required for the sale or disposition of any city-owned personal property with an individual item estimated value over \$5,000.
 - 1. The purchasing manager shall present a report to the city council, which includes at a minimum a description of the surplus property and the estimated value.

2. Upon approval by the city council, the purchasing manager may dispose of the surplus property in one of the specifically approved methods listed below:
 - a. Public auction;
 - b. Solicitation of written bids;
 - c. Negotiated sale;
 - d. Transfer to another government agency;
 - e. Lease or loan;
 - f. Alternatively, the purchasing manager may request city council's authorization to dispose of the surplus property in another manner.

3.08.060 Sale of surplus to another governmental entity.

- A. Sale or disposition of surplus property with an individual item estimated value of \$50,000 or less to another governmental entity shall be approved by the city manager.
- B. Sale or disposition of surplus property with an individual item estimated value of more than \$50,000 to another governmental entity shall be approved by the city council and requires a public hearing and certain notice provisions.
- C. Qualified governmental entities include, but are not limited to, state agencies (including universities and colleges), tax-supported agencies, municipalities, or political subdivisions within the State of Washington, and any other tax-supported educational agencies.

3.08.070 Donation.

The city manager may authorize a donation of surplus property when the cost of disposition of the property is equal to or exceeds the current fair market value of the property, to a specific bona fide charitable organization which is tax exempt pursuant to Internal Revenue Code Sec. 501(c)(3), provided the donated property will be used to support the poor and infirm, including qualified emergency shelters providing assistance to homeless persons.

- A. The organization must submit a "request for donation."

3.08.080 Trade-in of surplus equipment.

Notwithstanding RMC 3.08.050(A), approval of the city council is not required for the trade-in of surplus equipment with an individual item estimated value of more than \$5,000 when purchasing new equipment, so long as the city receives appropriate trade-in value for the surplus equipment. Appropriate trade-in value shall be determined by reference to "The Blue Book" or other similar published reference book or website.

3.08.090 Exceptions.

Certain city ordinances and provisions of the Revised Code of Washington (RCW) impose special conditions for the disposition of municipal property. Where necessary, the city shall comply with those laws, treating them as limited exceptions to this chapter. Exceptions included, but are not limited to, the following as they may from time to time be amended:

1. RCW 27.12.305 and 27.12.320 – disposition of library materials;
2. RCW 35.21.088 – equipment rental;
3. Chapter 35.94 RCW – surplus utility property;
4. RCW 46.52.145 – disposition of abandoned junk motor vehicles;
5. Chapters 63.21– disposition of found or unclaimed property in the hands of police.
6. Certain personal property acquired under federal grants and contracts, if in conflict with special title provisions contained in such grants or contracts.

3.08.100 Restrictions.

- A. City employees shall not directly or indirectly use, take, or dispose of city property other than in their official duties. This includes, but is not limited to, uniforms, supplies, tools, equipment, and vehicles. Items owned by the city found to be unfit for further service on the job shall be turned in to a designated point within the department. As the numbers of items turned in justifies, they will be declared surplus and sold or disposed of pursuant to the procedures of this chapter. No city-owned item shall be turned over to an individual (employee or other person) for his/her/personal use.
- B. Employee and retired employee associated organizations shall not request and will not receive any preferential treatment in the disposal or sale of city surplus material unless authorized by the City Manager.
- C. City officials and employees are prohibited from purchasing city surplus items directly or otherwise as a buyer or buyer's agent.

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

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

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 52-15, Extending the Cable Television Franchise Agreement with Charter Communications to February 1, 2016

Department:
City Attorney

Ordinance/Resolution Number:
52-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 52-15, extending the Cable Television Franchise Agreement with Falcon Video Communications, L.P., locally known as Charter Communications, until the earlier of February 1, 2016, or when a new franchise agreement is agreed to by the parties and enacted by the City.

Summary:

On September 20, 2011, City Council approved an interlocal agreement with the City of Pasco, and a consulting services contract with The Buske Group, for negotiation of a successor cable television franchise agreement with Charter Communications.

Richland's current cable franchise agreement is set to expire on September 30, 2015. The original term of this fifteen-year franchise was through September 30, 2013, but Council previously approved three extensions of the agreement to accommodate the negotiations process.

The cities of Pasco and Richland began diligently negotiating with Charter for a renewed cable franchise agreement in 2012, and pursued both the informal and formal process in an effort to secure a new agreement. However, in 2014, the parties placed active negotiations on hold and entered into a transfer agreement with Charter based on an understanding that Charter was expected to transfer its locally-owned system to Comcast as part of a corporate merger. The merger with Comcast has since fallen through, and the parties have resumed informal negotiations.

This extension is needed in order to continue to pursue informal negotiations with Charter. In the event the parties cannot agree to a new franchise agreement through the informal negotiations process, the City reserves the right to pursue the formal renewal process by making a preliminary decision on Charter's 2013 proposal.

Staff recommends approval of the extension of the existing cable franchise agreement through February 1, 2016.

Fiscal Impact:

Extended provisions include Charter's \$12,500 quarterly capital contributions to the City supporting equipment purchases for the Cityview TV channel, and the requirement that the City repay any unspent contributions at the termination of the franchise agreement.

Attachments:

- I. ORD 52-15 - Charter Cable Franchise Extension

ORDINANCE NO. 52-15

AN ORDINANCE OF THE CITY OF RICHLAND extending the Cable Television Franchise Agreement with Falcon Video Communications L.P., locally known as Charter Communications, hereinafter referred to as "Grantee," through February 1, 2016.

WHEREAS, cable providers are required to hold a franchise agreement with the City of Richland (the "City") to use the City's public rights-of-way to provide cable service; and

WHEREAS, the current cable franchise agreement ("Cable Franchise") was entered into pursuant to Cable Television Franchise Ordinance No. 17-98 on September 8, 1998, and was subsequently amended by Ordinance Nos. 33-99, 59-99, 14-00, 30-00, 24-13, 23-14, and 41-14; and

WHEREAS, the Cable Franchise is due to expire September 30, 2015; and

WHEREAS, Grantee and the City have been engaged in informal renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended (the "Cable Act"); and

WHEREAS, the City has been conducting franchise renewal ascertainment in accordance with Section 626(a)(1) of the Cable Act; and

WHEREAS, the parties continue to reserve all rights under the formal procedures of Section 626 of the Cable Act, and do not waive any rights related thereto; and

WHEREAS, Grantee has filed timely notice of intent to renew its franchise agreement with the City pursuant to Section 626 of the Cable Act; and

WHEREAS, the City is willing to grant an extension of the current Cable Franchise until February 1, 2016 to give the parties additional time to complete the renewal process.

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

Section 1.01 Extension of the Term of the Cable Franchise through February 1, 2016.

The Cable Franchise, as amended, is hereby extended, subject to the terms and conditions set forth below, until the earlier of February 1, 2016, or when a new franchise agreement is agreed to by the parties and enacted by the City.

Section 1.02 Terms and Conditions of Extension of the Cable Franchise.

The City's consent to the extension, described above is subject to, and conditioned upon, the following terms and conditions:

- A. All terms and conditions of the existing Cable Franchise shall remain in full force and effect during the extension period.
- B. The extension shall have no adverse effect on Grantee's compliance, nor shall the extension be grounds for any change or modification in the remaining terms, conditions and obligations of the Cable Franchise.
- C. The City and Grantee's agreement to extend the Cable Franchise, as set forth herein, shall not be construed, in any manner whatsoever, to constitute a waiver or release of any rights that the City or the Grantee may have under the Cable Franchise.
- D. Both parties hereby reserve all rights under applicable provisions of the Cable Act, including, without limitation, Sections 626 and 635 of the Cable Act. Nothing herein shall be deemed or construed as a waiver, release or surrender of any right that either party may have under the Cable Act or any applicable law.
- E. Within twelve (12) days after passage of this Ordinance by the City Council, Grantee shall file with the City Clerk its written acceptance of this Ordinance, substantially in the form of Exhibit A, attached hereto.

Section 1.03 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 15th day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

EXHIBIT A

Acceptance of Ordinance No. 52-15

City of Richland, Washington
ATTN: Heather Kintzley, City Attorney
P.O. Box 190, MS-7
Richland, WA 99352

This is to advise the City of Richland that Falcon Video Communications, L.P. (the "Grantee"), hereby unqualifiedly accepts Ordinance No. 52-15, passed by the City Council on September 15, 2015, regarding the extension of the Cable Television Franchise Agreement between Grantee and the City to February 1, 2016.

FALCON VIDEO COMMUNICATIONS, L.P.
("Grantee")

By: _____

Name: _____

Title: _____

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 39-15, Amending RMC Title 14: Electricity, Relating to Retail Rates

Department:

Energy Services

Ordinance/Resolution Number:

39-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 39-15, Amending RMC Title 14: Electricity, Relating to Retail Rates.

Summary:

Energy Services (RES) staff developed a forward retail rate program in 2013 with the primary objective of providing City Council members and electric utility customers with planning information. While this program now projects out 10 years, each specific milestone in the program that identifies a potential rate increase is processed independently, starting with staff updating all previous assumptions in its Cost of Service Analysis (COSA) model, then evaluation with the City's Utility Advisory Committee (UAC) in open public meetings, then brought forward for City Council consideration.

As part of this program, staff recommends rate increases effective the first of 2016 to generate a 9.5% increase in electric rate revenue for calendar year 2016. This increase is projected to generate an additional \$5,400,000 in 2016 and is necessary primarily due to Bonneville Power Administration's wholesale power increases totaling over 40% since 2009. In that same period of time, the City has raised retail rates approximately 13.5% system-wide, using cash reserves over policy levels to offset the electric utility revenue deficits.

Background details of the rate recommendations proposed by staff and endorsed unanimously by the UAC are included in the attached packet of materials presented at City Council workshop on July 28. These detailed recommendations include, but are not limited to: rate increase breakdown for each customer class; rate design; COSA results; sensitivity analysis; utility tax increases; etc.

If approved by City Council as proposed, Richland's electric rates will continue to be very competitive compared to other neighboring and state-wide utilities. Staff proposes that the increases take effect with the first bill customers receive in January 2016 and apply to all electrical use reflected on that bill.

A public hearing was held, and Ordinance 39-15 was approved by Council for first reading on August 18, 2015.

Fiscal Impact:

The projected increased revenues from passage of Ordinance No. 39-15 are projected to be an additional 9.5% electric utility retail rate revenue over 2015 levels and will be proposed in the 2016 City budget in Fund 401, Electric Utility enterprise fund.

Attachments:

1. Proposed Ordinance No. 39-15
2. Electric Utility Comparisons
3. Electric Rate Materials

ORDINANCE NO. 39-15

AN ORDINANCE of The City of Richland amending
Title 14: Electricity, of the Richland Municipal Code relating to
Retail Electric Rates.

WHEREAS, the City is responsible for recovering the costs of operating its electric utility primarily through retail rates; and

WHEREAS, additional revenues are needed to pay for increasing costs of operating the electric utility primarily due to the increases in the cost of wholesale power from the Bonneville Power Administration (BPA); and

WHEREAS, a range of additional revenues are required from the rate classes to better align them with their true costs of service so that no one rate class subsidizes another; and

WHEREAS, the Utility Advisory Committee (UAC) has thoroughly reviewed the staff recommendations including consideration of the cost of service analysis (COSA), multi-year rate program methodology, the electric utility's current and projected financial status, levels of rate-financed capital, debt service coverage ratios, projected revenue and expense requirements, and rate structures; and

WHEREAS, the UAC unanimously voted to endorse the staff recommendations for retail rate increases and rate design changes; and

WHEREAS, staff has implemented a comprehensive customer communications program during the past few months to explain the need for rate increases and allow opportunity for customer input into the staff recommendations; and

WHEREAS, staff recommends edits to the Richland Municipal Code (RMC) to correct the staff titles and delete sections that are no longer valid.

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

Section 1. RMC Sections 14.04.040 Discretionary provisions, and 14.04.050 Verbal agreements, as enacted by Ordinance No. 90 and last amended by Ordinance No. 40-10, are hereby amended to read as follows:

14.04.040 Discretionary provisions.

Whenever under the provisions of this title discretion is vested in the ~~superintendent~~ [director](#), such discretion shall be subject to the control of the city manager. [Ord. 90; Ord. 18-05 § 1.01; Ord. 40-10 § 1.01].

14.04.050 Verbal agreements.

No promise, agreement, or representation of any employee or agent of the city with reference to the furnishing of electric energy shall be binding upon the city, unless same shall be in writing signed by the ~~superintendent~~ director, or his authorized agent, in accordance with the provisions of this title. [Ord. 90; Ord. 18-05 § 1.01; Ord. 40-10 § 1.01].

Section 2. RMC Chapter 14.08: Definitions, as enacted by Ordinance No. 90 and last amended by Ordinance No. 15-03, is hereby amended to read as follows:

DEFINITIONS

Sections:

- 14.08.010 Definitions.
- 14.08.020 Billing month.
- 14.08.025 Chief Electrical Engineer.
- 14.08.030 Customer.
- 14.08.040 Construction costs of distribution facilities.
- 14.08.050 Construction payment.
- 14.08.060 Demand.
- 14.08.070 Department.
- 14.08.075 Director.
- 14.08.080 Distribution extension.
- 14.08.090 Distribution reinforcement.
- 14.08.100 Extension completion date.
- 14.08.110 Indeterminate service.
- 14.08.115 Investment cost recovery incentive.
- 14.08.120 Multiple dwellings.
- 14.08.130 Net metering.
- 14.08.140 On-peak period.
- 14.08.150 Permanent service.
- 14.08.160 Person.
- 14.08.170 Point of delivery.
- 14.08.175 Power quality.
- 14.08.180 Refund of construction payment.
- 14.08.190 Residence.
- 14.08.200 Service lateral.
- 14.08.210 Standard construction allowance.
- 14.08.220 Temporary service.

14.08.010 Definitions.

The following words and phrases shall, when used in this title, have the meanings attributed to them in this chapter. [Ord. 90; Ord. 12-94; Ord. 15-03].

14.08.020 Billing month.

“Billing month” means the month which includes the last day of the period of electrical consumption for which the customer will be billed. [Ord. 12-94].

14.08.025 Chief electrical engineer.

"Chief electrical engineer" means the chief electrical engineer of the department.

14.08.030 Customer.

"Customer" means any person who uses, has used, or has contracted to use department electric energy. [Ord. 12-94].

14.08.040 Construction costs of distribution facilities.

"Construction costs of distribution facilities" means the combined costs of all facilities necessary to the distribution extension or reinforcement, including satisfactory right-of-way. [Ord. 12-94].

14.08.050 Construction payment.

"Construction payment" means the amount advanced by the applicant to pay all construction costs in excess of the standard construction allowance. [Ord. 12-94].

14.08.060 Demand.

"Demand" for any billing period means the average kilowatt delivery during the 30-minute period in which the consumption of energy is the greatest during the billing period. [Ord. 12-94].

14.08.070 Department.

"Department" means the energy services department of the city. [Ord. 12-94].

14.08.075 Director.

"Director" means the director of the department.

14.08.080 Distribution extension.

"Distribution extension" means distribution facilities including primary and secondary distribution lines, service laterals, and all appurtenant facilities excepting transformers and meters necessary to supply service to an additional customer. [Ord. 12-94].

14.08.090 Distribution reinforcement.

"Distribution reinforcement" means increase in size of existing facilities necessitated by applicant's estimated electric requirements. [Ord. 12-94].

14.08.100 Extension completion date.

"Extension completion date" means the date on which the construction of the distribution extension or distribution reinforcement is completed as shown by the city's records. [Ord. 12-94].

14.08.110 Indeterminate service.

"Indeterminate service" means service where the amount and permanency of service cannot be assured including industrial or commercial enterprises of speculative nature, real estate subdivisions, development of property for sale, enterprises where the applicant will not be the user of electric service or where there is little or no immediate demand for service. [Ord. 12-94].

14.08.115 Investment cost recovery incentive.

The “investment cost recovery incentive” is an incentive in addition to net metering in cooperation with the generating customer, the city, and Washington State Department of Revenue. Customers shall meet the requirements of WAC 458-20-273 as currently written or as it may hereafter be amended. [Ord. 14-07; Ord. 14-12 § 1].

14.08.120 Multiple dwellings.

For rate purposes, premises including two or more residential units are residences only if separate metering circuits for each unit are provided without costs to the department. All other premises including two or more residential units shall be considered multiple dwellings. Such premises are billed at a commercial rate. [Ord. 12-94].

14.08.130 Net metering.

“Net metering” is the application of a meter that measures the net difference between delivered real energy (kWh) to a customer and received real energy (kWh) from a customer over a billing interval. Any remaining received real energy (kWh) from the customer at the end of each calendar year is forfeited by the customer. Net metered locations are limited to a generation capacity of not more than 100 kilowatts; use solar, wind or hydropower as fuel; and are intended to offset part or all of a customer’s electrical load. The cumulative generating capacity of net metering systems connected to the city distribution system is limited to 1,023 kilowatts on a first-come basis (based upon one-half percent of the 1996 city of Richland peak demand of 204,768 kilowatts as required by Chapter 80.60 RCW). [Ord. 14-07].

14.08.140 On-peak period.

“On-peak period” means the interval of time from 7:00 a.m. to 10:00 p.m., Monday through Saturday. All other hours are considered the “off-peak period.” [Ord. 12-94].

14.08.150 Permanent service.

“Permanent service” means service to residential, commercial or industrial customers where the use of service, including amount and permanency, can be reasonably assured. [Ord. 12-94].

14.08.160 Person.

“Person” means any natural person, firm, partnership, or corporation. [Ord. 12-94].

14.08.170 Point of delivery.

“Point of delivery” means the point where the department’s electric facilities are first connected to the electric facilities of a customer. The location of the point of delivery will be determined by the city in accordance with standard practice or as individual circumstances may dictate. [Ord. 12-94].

14.08.175 Power quality.

Acceptable “power quality” at the point of common coupling demarcation point is that which meets general, steady state, transient, and harmonics recommendations of ANSI C84.1, IEEE 1159, IEEE 1250, IEEE 519, IEEE 446, IEC 868, and other recognized standards as determined by the chief electrical engineer. Interconnection power quality shall additionally meet recommendations of IEEE P1453 and IEEE 929. [Ord. 14-07].

14.08.180 Refund of construction payment.

“Refund of construction payment” means the amount of construction payment returned to customers or assignees by the city. [Ord. 12-94].

14.08.190 Residence.

“Residence” means any residential unit with a separate meter, any mobile home in a mobile home park if it is supplied with electricity through a separate meter, and any house or building used on a farm; any building used as a place of worship, school, grange building, or building used by a fraternal organization, if the connected load is less than 25 kilowatts. [Ord. 12-94].

14.08.200 Service lateral.

“Service lateral” means the secondary overhead or underground electric circuit and associated facilities located between department’s distribution line and the point of delivery to a customer. Service lateral provides service for customer’s exclusive use. [Ord. 12-94].

14.08.210 Standard construction allowance.

“Standard construction allowance” means that portion of necessary construction made by the department at its expense. Separate allowances will be established for residential customers and for nonresidential customers. [Ord. 12-94].

14.08.220 Temporary service.

“Temporary service” means service to customers where the expected period of usage is less than 12 months, including service to circuses, bazaars, fairs, concessions and construction sites. [Ord. 12-94].

Section 3. RMC Chapter 14.16: Connections and Meters, as enacted by Ordinance No. 90 and last amended by Ordinance No. Ord. 38-79, is hereby amended to read as follows:

CONNECTIONS AND METERS

Sections:

- 14.16.010 Connections to city system.
- 14.16.020 Unauthorized connections to system prohibited.
- 14.16.030 Unauthorized dual service connections prohibited.
- 14.16.040 Inspections authorized prior to connection.
- 14.16.050 Underground service lines.
- 14.16.060 Service entrance.
- 14.16.070 Meter installations.
- 14.16.080 Ownership of metering equipment.
- 14.16.090 Meters.
- 14.16.110 Meter tests.
- 14.16.120 Customer’s wiring – Standards.
- 14.16.130 Inspections.
- 14.16.140 Voltage fluctuations caused by customers.

~~14.16.150 Lower power factor devices.~~

- 14.16.160 Electric space heating – New installations.
- 14.16.170 Water heaters – Limitation of supply.
- 14.16.180 Rationing authorized in case of power shortage.
- 14.16.190 Permission for cutting of city wires required.
- 14.16.200 Discontinuance of service authorized if customer's system defective.
- 14.16.210 Additional loads – Customer's responsibility to notify department of change in load.

14.16.010 Connections to city system.

After submittal of an application and payment of deposit, or after execution of an agreement, the department shall connect the customer's electrical wiring system to the electrical system of the city, in accordance with the provisions set forth in this chapter. Such work may be performed at times convenient to the operation of the department. [Ord. 90 § 4.01].

14.16.020 Unauthorized connections to system prohibited.

It is unlawful for any person other than ~~the superintendent, or~~ a duly authorized employee of the city, to connect any house, premises, wire, or other equipment with the city's electric system. [Ord. 90 § 4.02].

14.16.030 Unauthorized dual service connections prohibited.

It is unlawful for any customer to connect his electric wires to those of any other person, or in any way to supply any other person with city-supplied electric energy through his wiring system without first filing a written application for such connection or use in the office of the ~~superintendent~~ director and receiving a permit therefor. [Ord. 90 § 4.03].

14.16.040 Inspections authorized prior to connection.

The ~~superintendent~~ director may, before connecting any premises with the city's electric system or furnishing electric energy therefrom, cause the customer's premises' wiring and electric equipment to be carefully inspected; he may require such wiring and electric equipment to be put in proper condition, as defined in RMC 14.16.120 through 14.16.170; and he may, until the same are in such condition, refuse to connect the service wires with the city's electric system. [Ord. 90 § 4.04].

14.16.050 Underground service lines.

The department will provide underground electric service in accordance with the following regulations:

A. Underground Service to a Development.

1. Primary Service Lines. High voltage underground service will be provided to developments where feasible. The department will provide all or a portion of the trenching, cable, junction boxes, and pad-mounted transformers and will coordinate the work with any other utilities involved for that portion of construction performed by the department.
2. Secondary Service Lines. Secondary service lines are usually installed for the convenience of the department and will be provided as needed by the department.

3. Service Lines. The service lines between the transformer, the secondary service lines or distributing points will, except for trenching, be installed by the department and sized to provide adequate service reliability, voltage regulation and safety.

B. Underground Service to a Subdivision.

1. Primary Service to a Subdivision. The department may provide all or a portion of the trenching, cable, junction boxes and pad-mounted transformers and will coordinate the work with other utilities involved for that portion of construction performed by the department.

2. Secondary Service Lines. Secondary service lines will be installed for convenience to the department and constructed as needed.

3. Service Lines. All service lines will be underground except in those instances where the owner or builder has justifiably proved that it is not feasible and that overhead lines are required.

C. Conversion of Existing Overhead to Underground.

1. Service Lines. Existing overhead service lines may be converted to underground as follows:

a. Customer Convenience. When the customer wishes to have overhead services placed underground before normal replacement is required, the department will inspect premises and prepare cost estimates of the new installation. If it is determined that underground installation is feasible, the customer will be advised of technical aspects of their part in revamping building service entrance. The department will install underground service from pole to the customer's point of connection and prorate charge to the customer on the following basis:

i. Customer provides trench and pays all costs incurred.

ii. Customer shall be responsible for coordinating with other utilities which may be affected.

b. Department Convenience. When it becomes necessary to relocate service lines for reasons pertinent only to the department, each customer will be offered an opportunity to convert his entrance to concealed underground service and assume at least a portion of the expense. The department will install a conduit riser on outside of building to connect from underground to existing entrance connection in those instances where customer does not desire a concealed service entrance.

2. Secondary Service Lines. These lines are only for use by the department and will be placed underground where feasible.

3. Primary Service Lines.

a. Customer Convenience. All primary lines may be placed underground for customer's convenience with the total cost of the project paid by a local improvement district and/or the customer.

b. Utility Department Convenience. The department may convert primary service lines in an entire area from overhead to underground when pole deterioration or other factors pertinent to the operation of an electric utility makes such work necessary.

D. Commercial and Industrial Services.

1. Underground service to commercial and industrial customers will be provided by the department when deemed feasible by the director.

2. Since commercial and industrial installations combine varied arrangements, the director reserves the right to evaluate each individual installation.

E. Easements. The department will be provided with necessary easements at no cost to the city.

F. Overhead Services. Overhead services can be provided from an underground installation where justified by setting a short service pole adjacent to the power source. [Ord. 90 § 4.05; Ord. 296; Ord. 366 § 1.04; Ord. 18-77 § 1.07; Ord. 38-79 § 1.01].

14.16.060 Service entrance.

The customer shall provide a suitable service entrance to the premises at the point of easiest access to the distribution line that the department proposes to connect to the customer's system. Such entrance shall be continuous and so arranged that the possibility of improper tampering or interference is minimized. [Ord. 90 § 4.06; Ord. 366 § 1.02; Ord. 38-79 § 1.02].

14.16.070 Meter installations.

Depending on the particular installation, the department may provide a portion of the customer's service entrance equipment. The type of metering equipment (which may include meter, current transformer and enclosures, meter bases and junction boxes) shall be determined by the chief electrical engineer. In those instances where nonstandard metering equipment is required, any excess costs may be assessed to the customer.

Meter sockets shall be placed only at those locations authorized by the chief electrical engineer and shall afford proper protection to meters. In order that the meter can be easily read, the center of the meter socket shall be located not less than five feet nor more than six feet above finish grade.

If, as determined by the chief electrical engineer, the meter is inaccessible or improperly located for reading, the customer shall be required to relocate his service entrance to a suitable location or the department may install a remote metering device and all costs incurred shall be borne by the customer. [Ord. 90 § 4.07; Ord. 366 § 1.03; Ord. 18-77 § 1.08; Ord. 38-79 § 1.03].

14.16.080 Ownership of metering equipment.

All meters and other facilities furnished by the city shall be and remain the city's property, and they may be removed, replaced, or repaired at any time. [Ord. 90 § 4.08].

14.16.090 Meters.

The department will install and maintain all meters and other equipment necessary for measuring the amount of electricity used by customers. Should the customer desire the installation of meters other than those necessary to measure adequately the electricity received by the customer, such additional meters shall be supplied, installed and maintained by the department with all costs incurred by the customer. [Ord. 90 § 4.09; Ord. 173; Ord. 18-77 § 1.09; Ord. 62-83].

14.16.110 Meter tests.

The department will make periodic tests and inspections of meters and will make additional tests or inspections of meters at the request of any customer. No charge shall be made for any such additional test if there is a meter error of more than two percent.

If the meter error is two percent or less, the actual cost of such additional test but not less than \$25.00 shall be charged to and collected from the customer.

If any test shows a meter error of more than two percent, a pro rata adjustment shall be made in the customer's billing for a period of not more than 90 days prior to the date of the test; provided, that in no event shall any adjustment be made for any period prior to the date of any previous meter test. [Ord. 90 § 4.12; Ord. 18-77 § 1.10; Ord. 38-79 § 1.04].

14.16.120 Customer's wiring – Standards.

All wiring of every customer's premises must conform to the State of Washington Electric Code, applicable city ordinances, and accepted modern standards, including the National Electric Safety Code and the National Electric Code. [Ord. 90 § 4.12].

14.16.130 Inspections.

The ~~superintendent~~ director or any city employee acting under his authority shall have free access at any reasonable time to any premises furnished with electric energy by the department for the purposes of inspecting any wires or electrical devices upon such premises, reading or installing meters, removing or repairing any property of the department, or for any other reasonable purpose relating to the city electrical system. [Ord. 90 § 4.13].

~~14.16.150 Lower power factor devices.~~

~~If the overall power factor on any installation of neon, fluorescent, mercury vapor lamps or tubes or other types of gaseous tube lamps, including auxiliaries of any such units or group units, is less than 80 percent lagging, there will be additional charge of \$1.00 per month per kilovolt ampere of installed capacity of each unit or separately controlled group of units of such equipment, provided no charge will be made where the total of such uncorrected equipment installed by an individual customer is one-tenth of a kilovolt ampere or less. [Ord. 90 § 4.15].~~

14.16.160 Electric space heating – New installations.

All electric space heating installations, other than heaters designed for use as plug-in heaters, ~~must be approved by the director and~~ must meet the following minimum requirements:

A. Individual heaters over 1,500 watts capacity must be controlled by an adjustable thermostat.

B. All permanently installed electric heating installations must conform to current codes in regard to type of equipment, application and method of installation. The heating elements shall be controlled by one or more thermostats and the control shall be so arranged that the heating units can be thermostatically or manually connected. [Ord. 90 § 4.16; Ord. 173; Ord. 47-78 § 1.02].

14.16.170 Water heaters – Limitation of supply.

The ~~superintendent~~ director may limit the supply of electric energy to water heaters in such manner and at such times as, in his judgment, system conditions require. [Ord. 90 § 4.17; Ord. 296].

14.16.180 Rationing authorized in case of power shortage.

During period of power shortage, the ~~superintendent~~ director may limit the use of electric space heating in any manner that may be deemed necessary. At any time, the ~~superintendent~~ director may refuse to supply electricity to any customer whose demand therefor may seriously impair service to any other customer. [Ord. 90 § 4.18].

14.16.190 Permission for cutting of city wires required.

Whenever it becomes necessary to remove, disconnect, or cut any wires belonging to the city, prior notice shall be given to the ~~superintendent~~ chief electrical engineer by the person desiring such removal, cutting, or disconnection, stating when and where the same is required. Such cutting, disconnecting, or removing of wires shall be done by or under the direction of the ~~superintendent~~ chief electrical engineer; and the cost of labor and materials shall be borne by the person desiring the work to be done. [Ord. 90 § 4.19].

14.16.200 Discontinuance of service authorized if customer's system defective.

The ~~superintendent~~ director shall have the right at any time to discontinue service to any customer whose wiring or electrical equipment is defective, dangerous, or detrimental to the electrical system until such wires or equipment are repaired or restored to the standards required by RMC 14.16.040 and 14.16.120 through 14.16.160 and to a safe operating condition. [Ord. 90 § 4.20].

Section 4. RMC Chapter 14.24: Rates and Charges, as enacted by Ordinance No. 90 and last amended by Ordinance No. 04-15, is hereby amended to read as follows:

RATES AND CHARGES

Sections:

- 14.24.020 Termination of contract by customer.
- 14.24.030 Service charges – Temporary service.
- 14.24.035 Service charges – Permanent or altered service.
- 14.24.040 Trouble calls.
- 14.24.050 Non-standard service.
- 14.24.060 Retail electrical rates.
- 14.24.070 Character of certain special uses.
- 14.24.100 Special rules if premises used for both residential and commercial purposes.
- [14.24.120 Street lighting.](#)
- [14.24.130 Rental lighting.](#)
- [14.24.140 De minimis unmetered loads.](#)
- 14.24.150 School and municipal building rate.
- 14.24.180 Athletic field floodlighting.
- 14.24.190 Special charges and billing rules.
- 14.24.200 Investment cost recovery incentive.

14.24.020 Termination of contract by customer.

A customer who has fulfilled his contract terms and wishes to discontinue service must give at least three days' notice to that effect, unless his contract specifies otherwise. Notice to discontinue service prior to expiration of the contract term will not relieve the customer from any minimum or guaranteed payment required by the contract or rate. [Ord. 90 § 6.02; Ord. 12-94].

14.24.030 Service charges – Temporary service.

Customers requiring temporary electrical service, at premises where electric utility facilities are available, shall pay to the department an amount equal to the estimated cost of all labor, equipment and all non-recoverable materials required to install and remove the temporary service, less the estimated salvage value. In cases where temporary service can be provided from an existing power source using light duty service wire the charge shall not be less than the temporary service fee published in the city's user fees and charges schedule. Where electric utility facilities are not adequate or available to provide temporary electrical service, the department will extend service in accordance with the policies in Chapter 14.30 RMC.

The rate for electricity used from the temporary service shall be at the rate schedule applicable to the class of service. At the discretion of the chief electrical engineer, unmetered temporary services will be allowed when the service provides temporary construction power to a single-family dwelling lot and the term of the service is less than three months. In the event an unmetered temporary service extends beyond three months the customer shall pay an additional three-month temporary service fee for each three-month period beyond the initial three-month term. [Ord. 296; Ord. 74-74 § 1.02; Ord. 30-75 § 1.01; Ord. 18-77 § 1.12; Ord. 23-78 § 1.01; Ord. 12-94; Ord. 37-07].

14.24.035 Service charges – Permanent or altered service.

Customers requiring permanent electrical service rated at 600 volts or less, at premises where electric utility facilities are available at the property, shall pay to the department an amount equal to the estimated cost of all labor, equipment and materials, including metering, required to install the service. In cases where permanent services are of a capacity of 400 amps or less the charge shall not be less than the new service charges published in the city's user fees and charges schedule. The charge assumes the department shall install up to 100 feet of service wire, as measured on the premises. Any additional service wire over 100 feet shall be charged at the estimated cost of additional wire.

Customers requiring alteration of existing electric utility facilities, including but not limited to rewires, relocations, conversions or upgrades, shall pay the department an amount equal to the estimated cost of all labor, equipment and materials, including metering, required to alter the utility facilities serving such services.

Where electric utility facilities are not adequate or available to provide permanent service or accommodate the required customer service alterations the department will extend service in accordance with the policies of Chapter 14.30 RMC. [Ord. 37-07].

14.24.040 Trouble calls.

The customer shall notify the department immediately should service be unsatisfactory for any reason or should there be any defects, trouble or accidents affecting the supply of electricity.

The department will be responsible for promptly making repairs to damage occurring to city equipment, which impairs service to its customers or results in a hazardous condition. When a trouble call is made at a customer's request, and the trouble is due to the customer's acts, negligence, or to failure of his equipment or wiring, the minimum charge shall be actual cost, plus overhead costs, but in no case less than \$15.00. Billing costs shall be as determined by the chief electrical engineer. [Ord. 90 § 6.04; Ord. 74-74 § 1.03; Ord. 18-77 § 1.13; Ord. 12-94].

14.24.050 Non-standard service.

Customers shall pay the cost of any special installation necessary to meet particular requirements for service at other than standard voltages or for the supply of closer voltage regulation than required by standard practice.

When it is necessary to construct additional lines and install facilities for furnishing three-phase service or a nonstandard voltage or phase, the service will be provided in accordance with the policies of Chapter 14.30 RMC. [Ord. 90 § 6.05; Ord. 12-94; Ord. 37-07].

14.24.060 Retail electrical rates.

Rates for electricity are summarized by class of service as listed below. [Rates are effective with the first bill received in January 2016 and apply to all usage during the billing period.](#)

SCHEDULE 10: General Residential

- A. Availability: In all territory serviced by the city's electrical utility.
- B. Applicability: To domestic uses of electric energy by all residential customers not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Delivery Point: The following rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.
- E. Rates:

~~Rates Effective January 1, 2013~~

~~Monthly Customer~~ Daily Service Charge:

Single-phase service: ~~\$12.25/mo.~~ 0.60/day

Multi-phase service: ~~\$20.45/mo.~~ 0.85/day

Monthly Energy Charge: ~~\$0.0646~~ 0.0644/kWh

- F. ~~The rates for~~ For electrical service supplied to residential customers qualifying as low income senior or low income disabled citizens, the service charge shall be waived and the energy charge shall be discounted ~~33~~ 15 percent of Schedule 10. Qualifications and other information regarding low income senior or low income disabled citizens can be found in Chapter 3.29 RMC (finance).

SCHEDULE 20: Small General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter; where anticipated monthly maximum demand does not exceed 50 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Rates Effective with the First Bill Received in July 2015~~

~~Monthly Customer~~ Daily Service Charge:

Single-phase service: ~~\$20.00/mo.~~ 0.75/day

Multi-phase service: ~~\$33.35/mo.~~ 1.00/day

Monthly Energy Charge: ~~\$0.0549~~ 0.0580/kWh

Monthly Demand Charge: No Charge

SCHEDULE 22: Medium General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 50 kilowatts, but less than or equal to 300 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Rates Effective January 1, 2013~~

~~Monthly Customer~~ Daily Service Charge:

Single-phase service: ~~\$25.00/mo.~~ 1.20/day

Multi-phase service: ~~\$41.67/mo.~~ 1.45/day

Monthly Energy Charge: ~~\$0.0312~~ 0.0372/kWh

Monthly Demand Charge: ~~\$5.85~~ 4.50/kW

SCHEDULE 24: Large General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 300 kilowatts, but less than or equal to 1,000 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Rates Effective January 1, 2013~~

~~Monthly Customer~~ Daily Service Charge:

~~Single-phase service:~~ ~~\$25.00/mo.~~

Multi-phase service: ~~\$41.67/mo.~~ 1.75/day

Monthly Energy Charge: ~~\$0.0312~~ 0.0372/kWh

Monthly Demand Charge: ~~\$5.85~~ 4.85/kW

SCHEDULE 30: Small Industrial

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where having anticipated monthly maximum demands ~~exceeding is greater than~~ 1,000 kilowatts ~~and~~ but less than or equal to 5,000 kilowatts and the load is not eligible ~~for service~~ under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Rates Effective January 1, 2013~~

~~Monthly Customer~~ Daily Service Charge:

~~Single-phase service: \$80.00/mo.~~

Multi-phase service: ~~\$133.33/mo.~~ 7.25/day

Monthly Energy Charge: ~~\$0.0350~~ 0.0372/kWh

Monthly Demand Charge: ~~\$6.25~~ 5.15/kW

SCHEDULE 31: Large Industrial

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter ~~having~~ where anticipated monthly maximum demands ~~s is greater than exceeding~~ 5,000 kilowatts and the load is not eligible for service under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Rates Effective January 1, 2013~~

~~Monthly~~ Daily Service Charge: ~~\$120.00/mo.~~ 7.25/day

Monthly Energy Charge: ~~\$0.0323~~ 0.0368/kWh

Monthly Demand Charge: ~~\$5.40~~ 4.80/kW

SCHEDULE 33: Economic Development Rate

- A. Terms and conditions of negotiated rate will be by contract.
- B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.
- C. Will utilize marginal costing concept.

SCHEDULE 40: Small Irrigation 0 – 60 Horsepower

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Rates Effective with the First Bill Received in July 2015~~

Monthly Energy Charge: ~~\$0.0500~~ 0.0565/kWh

Monthly Demand Charge: No Charge

Annual ~~Facilities~~ Service Charge:

To be billed at beginning of irrigation season.

(1) \$~~150.00~~168.75 single-phase service.

(2) \$~~250~~225.00 multi-phase service.

SCHEDULE 45: Large Irrigation Over 60 Horsepower

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Rates Effective January 1, 2013~~

Monthly Energy Charge: \$~~0.0329~~0.0372/kWh

Monthly Demand Charge: \$~~5.75~~6.35/kW

Annual ~~Facilities~~ Service Charge:

To be billed at beginning of irrigation season.

~~\$4.97~~0.50/horsepower on ~~first 1,500~~ all horsepower greater than 60, ~~to be billed at beginning of irrigation season plus:-~~

(1) \$~~100.00~~168.75 ~~minimum on~~ single-phase service.

(2) \$~~166.67~~225.00 ~~minimum on~~ multi-phase service.

~~SCHEDULE 50: Street Lighting~~

- ~~A. Availability: In all territory served by the city's electric utility.~~
- ~~B. Applicability: To municipally owned lighting systems for public streets, publicly owned parking areas, and parks and athletic fields, and includes maintenance of and replacement of lamps for overhead lighting systems of such areas. The provisions of this schedule shall not apply to rates for energy supplied under specific contracts negotiated for such purpose.~~
- ~~C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.~~

~~D. Rates:~~

~~Rates Effective January 1, 2013~~

~~Monthly Energy Charge: \$0.0952/kWh~~

SCHEDULE 60: Traffic Lighting

- A. Availability: In all territory served by the city's electric utility.

- B. Applicability: To municipally owned traffic-regulating signal systems on public streets and highways.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Rates Effective with the First Bill Received in July 2015~~

~~Monthly Customer~~Daily Service Charge: ~~\$12.25/mo.~~0.60/day

Monthly Energy Charge: ~~\$0.0580~~0.0568/kWh

~~SCHEDULE 70: Rental Lighting~~

- ~~A. Availability: In all territory served by the city's electric utility.~~
- ~~B. Applicability: To all property owners or long term lessees of property.~~
- ~~C. Contract Provisions: The rates in this schedule apply to facilities consisting of overhead construction with mast arms and luminaires mounted on wood poles with lumen output as shown. Lighting facilities supplied under this schedule shall remain the property of the city, and shall be supplied only pursuant to a contract with the customer, the term of which shall be a period of not less than three years.~~
- ~~D. Rates:~~

~~Unmetered
Rates Effective with
the First Bill Received
in July 2015~~

~~Metered
Rates Effective with
the First Bill Received
in July 2015~~

~~Monthly Charge per Installed Light:~~

~~Residential Yard Light (250 watt or less): \$11.45~~

~~\$6.40~~

~~Area Lighting:~~

~~400 watt mercury vapor:~~

~~\$17.15~~

~~\$7.30~~

~~500 watt or less incandescent:~~

~~\$17.15~~

~~\$7.30~~

~~1,000 watt mercury vapor:~~

~~\$31.70~~

~~\$11.35~~

~~1,000/1,500 watt incandescent:~~

~~\$31.70~~

~~\$11.35~~

~~Pole Rental:~~

~~When an individual wood pole is required on a new installation, the following monthly charges apply:~~

~~Wood pole 40 feet or less: \$1.30~~

~~Wood pole over 40 feet: \$1.30 plus \$0.07 per foot~~

~~Steel pole: \$1.40~~

~~Additional charge will be made for lamps installed 75 feet or more above the ground.~~

SCHEDULE 90: Cable Television Amplifier

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To owners of cable television amplifiers installed on facilities owned by the city's electric utility.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
Monthly Energy Charge: \$0.0481/kWh

SCHEDULE 100: New Large Single Load

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To new large single load customers defined in Public Law 96-501 and as such constitute electrical loads greater than or equal to 10 average megawatts during any consecutive 12-month period and which cause the utility to incur wholesale power costs in excess of normal rates.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates: Terms and conditions of negotiated rate will be by contract.

[Ord. 90; Ord. 173; Ord. 74-74; Ord. 18-77; Ord. 47-78; Ord. 38-79; Ord. 75-80; Ord. 66-81; Ord. 55-82; Ord. 8-87; Ord. 19-87; Ord. 6-90; Ord. 43-91; Ord. 11-93; Ord. 43-93; Ord. 12-94; Ord. 31-96; Ord. 55-99; Ord. 15-02; Ord. 10-03; Ord. 16-03; Ord. 10-04; Ord. 31-12 § 1; Ord. 03-13 § 1; Ord. 04-15 § 1].

14.24.070 Character of certain special uses.

Motors with individually rated capacities of more than seven and one-half horsepower must be served at commercial rates. Christmas or other temporary decorative residential lighting may be served at residential rates. Where additional facilities are required to serve decorative lighting, the distributor will charge the customer actual costs, including overhead costs, for the installation and removal of the facilities. [Ord. 90 § 6.07; Ord. 12-94; Ord. 14-94].

14.24.100 Special rules if premises used for both residential and commercial purposes.

The residential rate is not applicable to any space in a residential dwelling which is regularly used for commercial purposes or for other gainful activities. In such cases, if a separately metered circuit is provided at no cost to the city for the commercial portion of the dwelling, the appropriate commercial rate shall be applied to the power requirements. If a separately metered circuit is not provided, the entire power requirements of the premises must be billed under the commercial rate.

If the premises are used primarily as a private dwelling and space in the dwelling is only occasionally used for commercial purposes, the residential rate shall be applied to the entire power requirements. [Ord. 90 § 6.10; Ord. 43-91].

14.24.120 Street Lighting.

For all municipally owned lighting systems for public streets, publicly owned parking areas, and parks, service shall be provided pursuant to the applicable street lighting rates published in the city's user fees and charges schedule. Such service shall include maintenance of and replacement of lamps for overhead lighting systems of such areas. The provisions of this fee schedule shall not apply to rates for energy supplied under specific contracts negotiated for such purpose.

14.24.130 Rental Lighting.

For municipally owned rental lighting facilities consisting of overhead construction with mast arms and luminaires mounted on poles, service shall be provided at the request of property owners or long-term lessees of property pursuant to the applicable rental lighting rates published in the city's user fees and charges schedule. Lighting facilities supplied under this provision shall remain the property of the city and shall be supplied only pursuant to a contract with the customer, the term of which shall be a period of not less than three years.

14.24.140 De minimis unmetered loads.

For loads determined by the chief electrical engineer to be of a de minimis nature, service shall, with the authorization of the director, be provided pursuant to the applicable de minimis unmetered loads rate published in the city's user fees and charges schedule.

14.24.150 School and municipal building rate.

There are no rate discounts for electricity supplied at schools or municipal buildings. [Ord. 90 § 6.15; Ord. 173; Ord. 74-74 § 1.07; Ord. 79-74 § 1.01; Ord. 55-75 § 1.01; Ord. 18-77 § 1.20; Ord. 43-91; Ord. 16-03].

14.24.180 Athletic field floodlighting.

For athletic field lighting, an investment charge may be made based upon the city's investment in furnishing and installing the equipment devoted to supplying the athletic field lighting service. Energy will be billed in accordance with the appropriate rate schedule and each installation will be considered a separate customer for billing purposes. Customers' bills rendered in accordance with this provision shall be subject to any surcharge and amortization charge applied by the director. [Ord. 90 § 6.18; Ord. 173; Ord. 296; Ord. 12-94; Ord. 10-03; Ord. 16-03; Ord. 31-12 § 1].

14.24.190 Special charges and billing rules.

Charges for energy supplied under the provisions of RMC 14.24.180 shall be computed as follows:

- A. Energy. When the energy supplied is metered, the meter shall be installed in or connected to the lighting circuit and the billing shall include the energy delivered to and consumed in all circuits and equipment used exclusively for lighting purposes. When the energy supplied is not metered, the monthly energy charge shall be computed from the lamp wattage plus five percent for losses, multiplied by the number

of hours of use, multiplied by the applicable energy rate as determined by the chief electrical engineer.

- B. Capital Investment Computation. The department's capital investment costs, used as a basis for computing charges, shall consist of the cost of all labor, material and equipment, plus appropriate overhead costs, used to construct the lighting system.
- C. Annual Operation and Maintenance Computation. The department's annual operation and maintenance costs, used as a basis for computing charges, shall be eight percent of the capital investment cost and shall provide for all routine maintenance, including lamp replacement, performed on the lighting system.
- D. Computation of Charges. Computation of monthly charges shall be one percent of the capital investment cost plus one-twelfth of the annual operation and maintenance cost plus the charge for energy consumed by the lighting system. [Ord. 90 § 6.19; Ord. 173; Ord. 38-79 § 1.12; Ord. 12-94].

14.24.200 Investment cost recovery incentive.

Customers shall meet the requirements set forth in WAC 458-20-273 and the investment cost recovery incentive shall be paid according to WAC 458-20-273 as currently written or as it may hereafter be amended.

Energy produced as a part of the investment cost recovery incentive may be used in conservation programs by the city. An initial installation fee will be charged for participation in investment cost recovery. This fee is listed in the city of Richland user fees and charges. [Ord. 14-07; Ord. 14-12 § 2; Ord. 25-13 § 1.02].

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 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

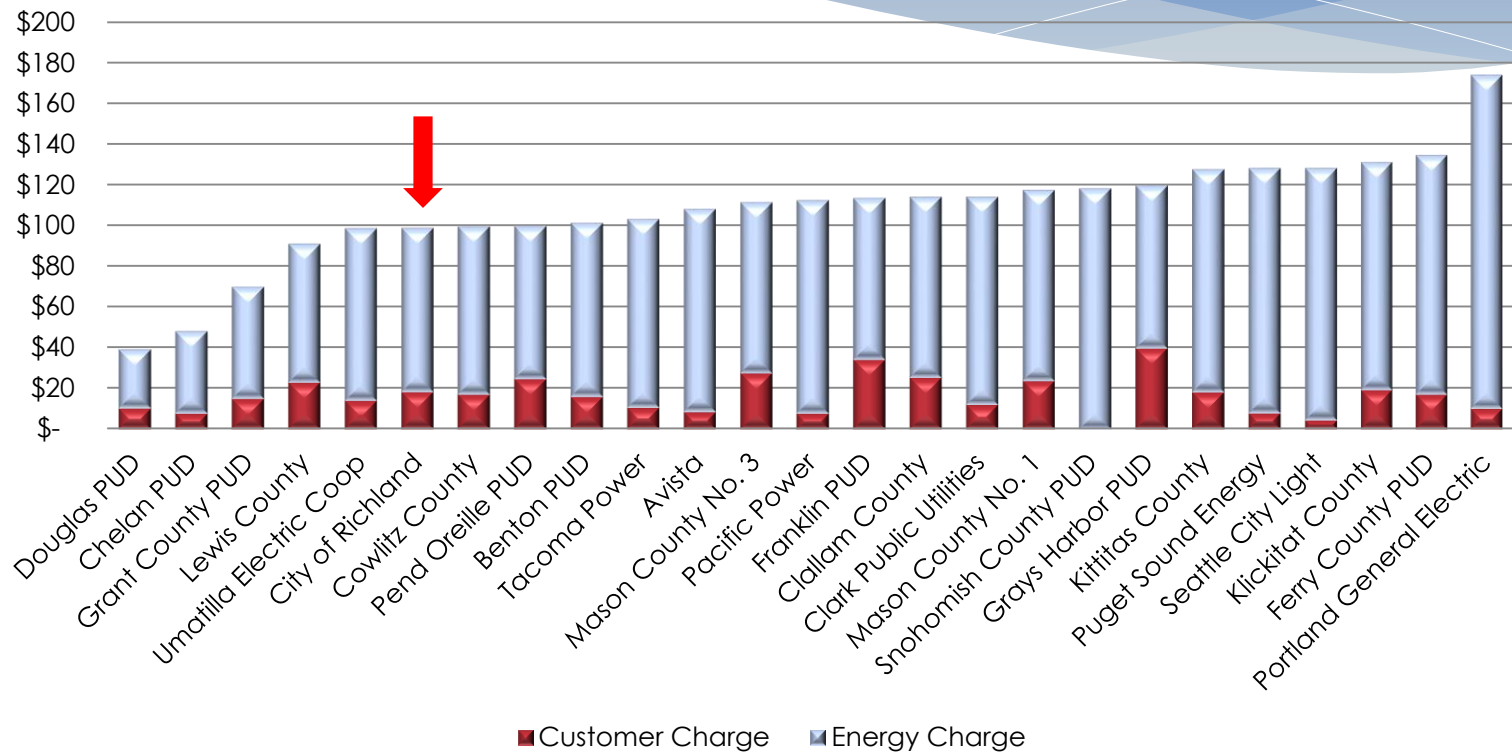
Date Published: September 6, 2015

Electric Utility Comparisons

NW Rate Comparisons

RES 2016 Proposed Rates

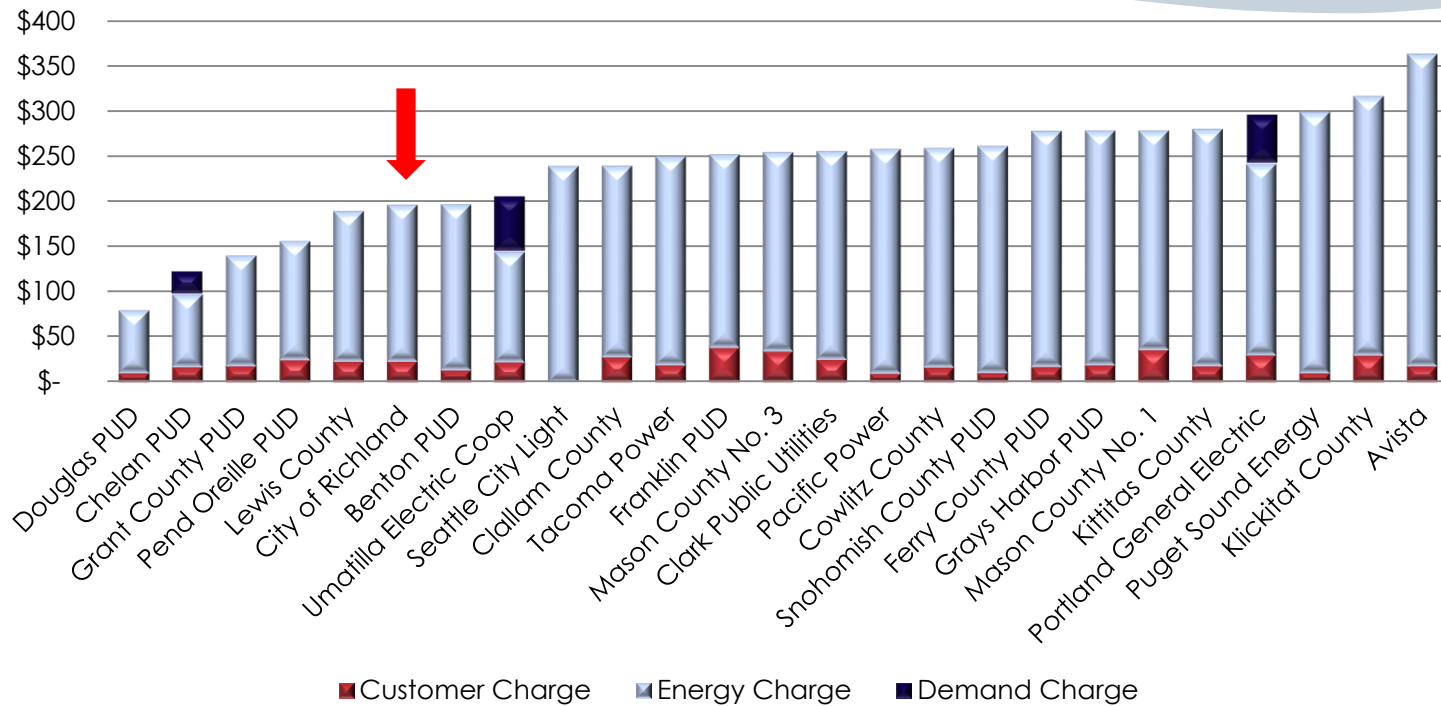
Residential Monthly Bill Comparison (1,250 kWh)



NW Rate Comparisons

RES 2016 Proposed Rates

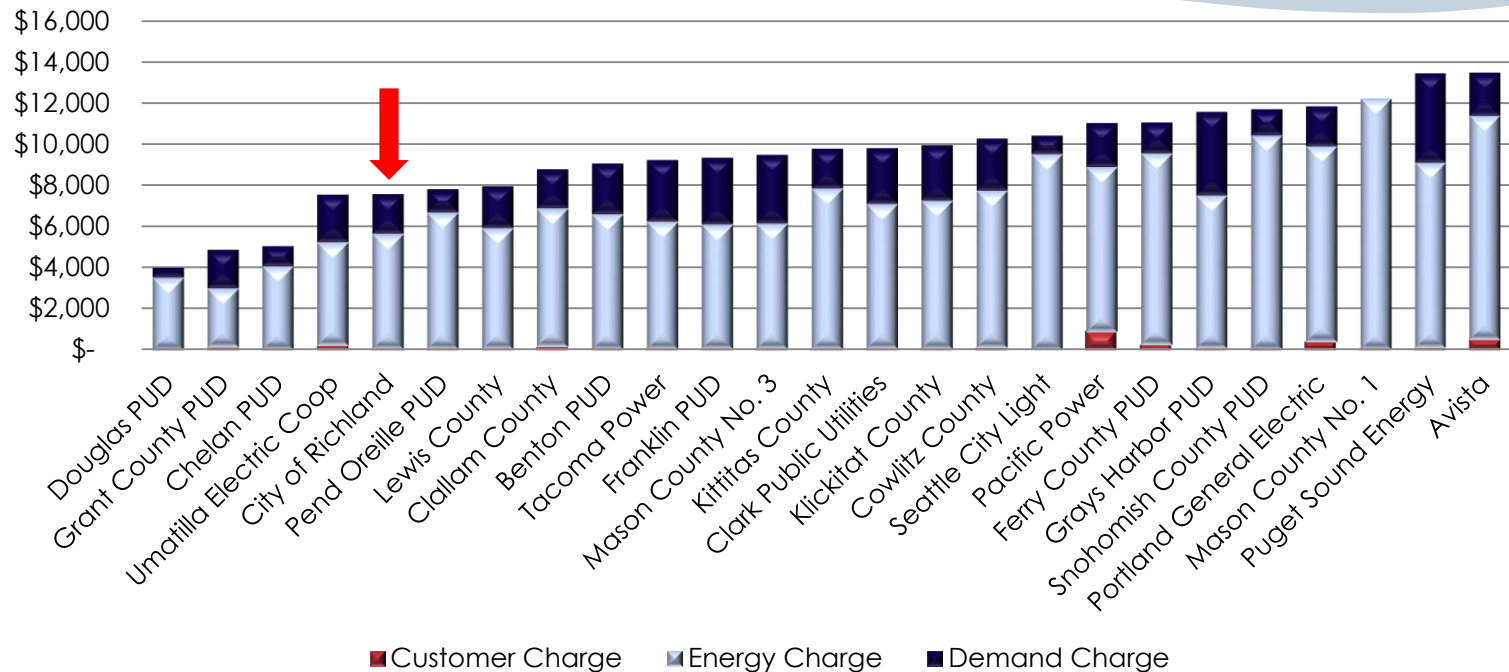
Small General Service Monthly Bill Comparison (3,000 kWh; 10 kW)



NW Rate Comparisons

RES 2016 Proposed Rates

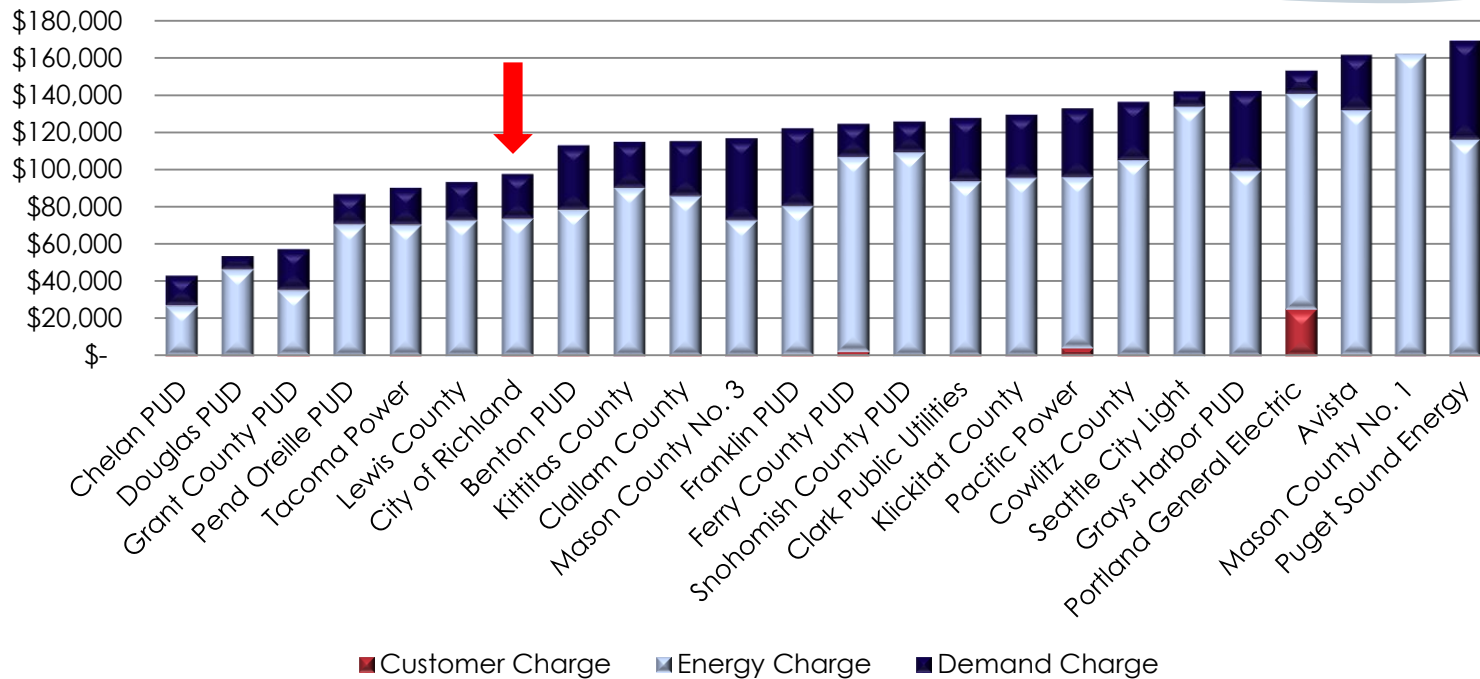
Large General Service Monthly Bill Comparison (150,000 kWh; 400 kW)



NW Rate Comparisons

RES 2016 Proposed Rates

Industrial Monthly Bill Comparison (2,000,000 kWh; 5,000 kW)



Electric Rate Materials
Presented at
City Council Workshop
July 28, 2015



COUNCIL WORKSHOP COVERSHEET

Council Date: 07/28/2015

Department: Energy Services

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

2016 Electric Utility Retail Rates Update (30 minutes)

Summary:

Energy Services (RES) staff developed a forward retail rate program in 2013 with the primary objective of providing City Council members and electric utility customers with planning information. While this program now projects out 8 to 10 years, each specific milestone in the program that identifies a potential rate increase is processed independently, starting with staff updating all previous assumptions in its Cost of Service Analysis (COSA) model, then evaluation with the City's Utility Advisory Committee (UAC) in open public meetings, then brought forward for City Council consideration.

At workshop, RES Director Hammond accompanied by UAC Vice Chair Jeff Dagle will present recommendations for rate increases effective January 2016. If approved by City Council, these increases are projected to generate an additional 9.5% electric utility retail rate revenue over 2015 levels.

The attached materials identify detailed rate recommendations information processed over the past several months between RES staff and the UAC. In addition to discussions at regular UAC meetings, a UAC subcommittee met with staff to go through the COSA model assumptions, results, and alternatives to the staff recommendations. As a result, the UAC voted unanimously to support the staff recommendations and forward for City Council consideration.

It is the intention, after discussion with City Council in workshop session, to draft ordinance revision to implement these recommendations effective with the first electric utility bills received by customers in 2016. With this schedule, Council will have two opportunities to officially consider these ordinance revisions; first reading and public hearing on August 18, then second reading and passage on September 1. This schedule would allow adequate time for staff to make the necessary utility billing software changes and provide additional outreach to utility customers for their budgetary planning.

Attachments:

- I. 7/14/15 UAC Electric Retail Rate Staff Report

**UTILITY ADVISORY COMMITTEE AGENDA ITEM COVERSHEET**

Meeting Date: 07/14/2015

Agenda Category: Items of Business

Prepared By: Brian Booth, Energy Policy Specialist

Subject:

2016 Electric Utility Retail Rate Increase Recommendations (30 minutes)

Department:

Energy Services

Recommended Motion:

Staff recommends that UAC endorse the following:

- 8.5% rate increase proposed for January, 2016 and the proposed rate design described in attachment C;
- Proposed revision to the low-income disabled/senior discount whereby qualifying customers will pay no service charge and will receive a 15% discount on the energy charge;
- Proposal to determine customers' rate classes based on their highest three (3) months of adjusted demand;
- Creation of a discount for industrial customers who own and maintain their own transformers; and
- Migration of street and rental lighting from the RMC to the fee schedule.

Summary:

Staff will review the information that was mailed to UAC members earlier this month. A few revisions to the handouts have been made and are reflected in the attachments to this staff report.

Fiscal Impact:**Attachments:**

1. COSA & Rate Design Memo
2. Attachment A
3. Attachment B
4. Attachment C
5. Attachment D
6. Attachment E
7. Attachment F
8. Attachment G



MEMORANDUM

Energy Services Department

TO: Utility Advisory Committee

FROM: Brian Booth, Energy Policy Specialist

THROUGH: Bob Hammond, Energy Services Director

DATE: July 14, 2015

SUBJECT: 2016 Electric Utility Rate Program and Design

RATE PROGRAM

Over the past year, staff has worked to develop and refine a long-term forward rate program. In consultation with the UAC, a number of guidelines have been developed to help steer the process. These guidelines include:

- Maintaining year-end cash reserves of at least \$2.4 million in the near term and an amount equal to 90 days' non-power operating expenses in the longer term.
- Maintaining a debt-service-coverage ratio of at least 1.75.
- Rate-financing renewals and replacements in the near term and ramping up to an amount equal to 100% of depreciation beginning in 2019.
- Deferring rate increases as long as possible with system-wide increases of less than 10%.

As a result of these efforts, the proposed forward rate program has been developed. This program (see Attachment A) includes a 10-year forecast of rate increases, cash levels, and details including levels of rate-financed capital and bond issuances.

As part of this program, staff is recommending an 8.5% system-wide rate increase in 2016. In conjunction with a 1% increase in utility occupation taxes, customers would see a combined 9.5% increase on their bills. Staff believes this recommended increase to be the minimum adjustment necessary to maintain the financial health of the utility for the next 2 years.

In developing proposed rate increases (see Attachment B), staff has sought to reduce subsidization amongst the various rate classes. At the same time, some of the rate classes are far enough from their COSA-recommended revenue levels that customer impacts must also be considered. As was done in the past, staff is thus recommending that class rate increases be kept between a cap and floor. By following COSA-recommended rate increases with a cap of 11.25% and floor of 0%, staff believes that the overall target revenue can be achieved.

Also included in Attachment B are the class-specific impacts of the increase in utility taxes. As has been previously discussed, it has been determined that RES does not have the authority to charge customers a utility tax less than the 8.5% stated in the Richland Municipal Code. Set to go into effect January 1, 2016, this increase will have a varying impact on RES customer classes which are currently paying tax rates ranging from 6.9% to 8.4%. As noted above, the overall impact of this tax increase will be approximately 1%.

RATE DESIGN

Service Charge

In 2014, staff brought to the UAC a proposed forward rate program along with recommendations for rate design. While that proposal was tabled, staff and the UAC agreed on a number of rate design principles that have been used to guide current efforts. Specifically, a custom minimum systems analysis provided new insights into how distribution costs should be allocated between the fixed and demand-related cost pools. As a result of this reallocation, staff recommended and continues to recommend that demand charges be adjusted moderately downward while the fixed monthly service charges be adjusted upward accordingly.

While the minimum systems analysis gave further cause to increase the service charge across almost all classes, the service charge was already lower than actual cost for a number of rate classes including Residential, Small General Service, Small Irrigation, and Traffic Lighting. With energy consumption on a per-meter basis trending downward, it was clear that RES could not continue to rely on energy charges to recoup fixed costs. This issue was partially remedied with the July, 2015 rate increases which, as shown on Attachment C, saw substantial increases in the service fees of Small General Service, Small Irrigation, and Traffic Lighting. However, these increases did not completely bridge the gap and staff will continue to recommend that the service charge be moved incrementally closer to actual cost.

Rate Impact Analysis (Attachment D) shows few upward outliers. As can be easily seen on page 2 of Attachment D, there are two distinct trend lines. The upper trend line represents single phase customers. Because the proposed single phase service charge is increasing by about the same percentage as the overall class, there is no strong correlation between single phase customers' kWh consumption and their realized increase. For multiphase customers, because the proposed multiphase service charge is lower than the present charge, multiphase customers who use little energy will likely see their bills fall slightly. This same pattern can be found in Small Irrigation but disappears in the larger rate classes in which customers' bills are more heavily determined by their energy and demand charges. Please note that the analysis performed in Attachment D rely on actual 2014 load data. Because the rates are designed to meet forecasted future consumption rather than 2014 actuals, the overall rate increases seen in Attachment D do not exactly reflect the target increases noted in Attachment C.

Daily Service Charge

RES assesses the service charge on a monthly basis for most rate classes. The Richland Municipal Code states that monthly base charges shall be prorated by the number of days service is provided divided by 30 but currently, the code is not being precisely followed. Instead, proration is triggered only by billing cycles of less than 23 days or greater than 35 days. This practice has attracted the ire of customers who feel that unusually long billing cycles are much more likely than unusually short billing cycles, particularly around the holidays. RES staff thus recommends that the rate schedules as they appear in the RMC be revised so that customer classes which currently pay monthly service charges instead pay daily service charges. This is a practice that has gained traction around the region in recent years, particularly in conjunction with the adoption of smart meters. Please note that 2016 service charges for all non-Irrigation rate classes shown on Attachment C are daily rates.

Low Income Discount

Per the RMC, RES currently offers a discount to low-income disabled and/or senior citizens. The 33% discount is applied as a flat percentage to each customer's total electric bill. Staff believes that this approach sends the wrong price signal to customers by dramatically reducing

the monetary benefit of energy efficient equipment and behaviors. To better empower customers receiving discount to save money through energy efficiency, staff recommends that the structure of the discount be redesigned while the overall annual cost of providing the discount be kept the same. Based on historical consumption among those receiving the discount, staff recommends that the RMC be modified to reflect a new discount structure where recipients pay no daily service fee and receive a 15% discount to the regular energy charge. This structure would accomplish the same 33% average savings at the same annual cost of approximately \$130,000 per year. As shown in Attachment E, this change would have a varying impact on existing discount recipients. Based on 2014 usage amongst this group, the discount percentage would range from 20% for the heaviest consumers to nearly 100% for those who utilize almost no electricity at all.

Customer Class Determination

Customer classifications are designed so that customers requiring different levels of service are billed appropriate fixed and variable charges. Small General Service, for example, is the smallest regular service provided and is expected to consist of customers who require connections of less than 50 kVA which, by no coincidence, happens to be the smallest pad-mount transformer available. For customers who require more than 50 kVA, larger transformers must be provided and thus, higher fixed service charges are required to recover the cost. However, RES currently determines each customer's classification based on the highest 7 unadjusted (not adjusted for kVAR) demand readings in the past 12 months. This means that Small General Service customers who regularly require greater than 50 kVA are not paying the appropriate service charge and are thus being subsidized. Other utilities have stricter definitions with the neighboring Franklin and Benton PUDs, for example, limiting their customers to no more than 2 and 3 months above the threshold. RES staff recommendation is to set customer class based on highest 3 months' demand in the past year. In addition to this change, staff recommends that kVAR-adjusted demand be used for this determination as equipment must be sized to accommodate kVA.

Although staff estimate that this change would be revenue neutral, the impacts would vary by customer (see Attachment F). Because of this potential impact on customers' bills, staff recommends that this change not be implemented until October 1, 2016 so as to not coincide with other rate action.

Single and Multiphase Charges

The multiphase base charge is currently 5/3 of single phase charge, a ratio that is long-since out of date. Staff believes that an additional charge of \$7.50 per month (or 25 cents per day) would recover the increased cost of a minimum-sized multiphase transformer across all classes. Comment: RES staff recommendation is to implement a flat \$0.25 dollar per day premium for multiphase service.

Currently, the rate schedule as shown in the RMC shows single phase service charges for Large General Service and Small Industrial rate classes. However, there are no single phase customers in these rate classes and transformers larger than 167 kVA are not available. As such, staff recommends that single phase service charges be removed from the Large General Service and Small Industrial rate schedules.

Large Industrial Secondary Facility Charge

One of the three Large Industrial customers served by RES currently owns and maintains their own transformers and other distribution facilities downstream of the meter. In the COSA, all 3 customers currently share the financial benefit of this as a reduced portion of the transformer &

services cost pool is allocated to the Large Industrial rate class. As shown in the recommended rates table, the COSA recommends a demand charge of \$4.80 per kW-month for the rate class as a whole. However, that would be \$5.00 without the one customer owning their facilities and \$4.35 if all customers owned their own. To address this subsidization of the two customers by the one which owns its own facilities, staff intends that Large Industrial customers be charged the full \$5.00 per kW-month with a discount of \$0.65 made available to customers which own their own secondary facilities. These changes would result in rate increases of approximately 1% for the two customers and a 2% reduction for the customer that owns its facilities. Staff recommends that RES engages with current Large Industrial customers in regards to the proposed discount with the intent to implement a rate change effective October 1, 2016.

Large Irrigation

In 2014, staff recommended an overhaul of the irrigation service charge structure. While both Small and Large Irrigation customers had previously paid an annual horsepower fee based on the size of their equipment, RES recommended that these variable fees be eliminated for Small Irrigators and replaced with a fixed amount. Because RES typically installs equipment rated for no less than 50 kVA and all Small Irrigators require, by definition, no more than 50 kVA, staff believes that the fixed cost of serving Small Irrigation customers is uniform throughout. This recommendation was codified in the July, 2015 rates. For Large Irrigation customers, staff recommends that the horsepower charge be revised to fit seamlessly with the Small Irrigation rate structure. With 60 horsepower (50 kVA after adjusting for losses and power factor) as the cutoff between the two rate classes, staff recommends that Large Irrigation customers pay the same annual service charge as Small Irrigators plus an incremental fee for each horsepower of pumping capacity above 60.

Street Lighting

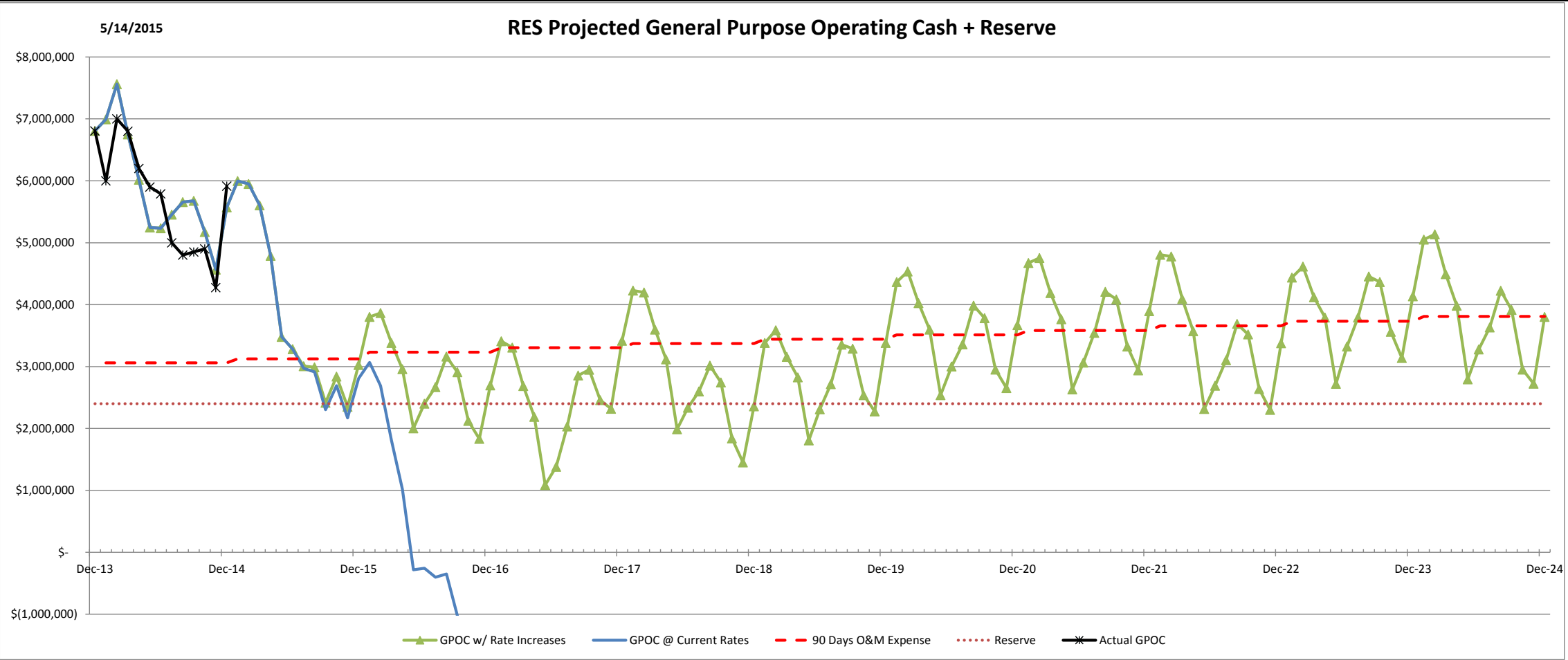
Public Works is currently charged 9.52 cents per kWh with the cost of maintenance included. This high price sends the wrong price signal, overstating the value of energy efficiency. Staff believes that a detailed rate schedule (see Attachment G) by bulb type and size would be more appropriate and, given the volatile nature of bulb pricing, particularly for LEDS, recommends that this detailed rate schedule be placed in RES's fee schedule and that the Street Lighting rate be removed from the RMC.

Rental Lighting

In addition to the same volatility present in street lighting, rental lighting is extremely complex in the type of service provided. In addition to the services listed in the RMC, RES provides unmetered service through the rental lighting rate class to irrigation timers, phone booths, railroad crossings, etc. In addition to this complexity, it's clear that some services are not being charged according to actual cost. Pole rentals, for example, are currently charged a little over \$1 dollar per month. With poles costing nearly \$2,000 to install, this is a payback of well over 100 years on equipment that depreciates in only 40. Because of the depth of service and the possibility of new services being provided, staff recommends that rental lighting be moved to the fee schedule and that revamped rates for all equipment, including that not currently included in the RMC, be put into effect concurrently.

Attachment A: Proposed Forward Rate Program

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Implementation Date	-	July 1	January 1	July 1	-	January 1	-	July 1	July 1	-	January 1
Combined Rate & Tax Increase	0.00%	1.50%	9.50%	9.50%	0.00%	8.25%	0.00%	2.00%	2.00%	0.00%	1.50%
Year End General Purpose Cash Including Reserve	\$ 5,570,801	\$ 3,025,433	\$ 2,696,223	\$ 3,416,908	\$ 2,358,795	\$ 3,381,566	\$ 3,669,600	\$ 3,893,976	\$ 3,376,783	\$ 4,135,981	\$ 3,801,883
Year's Minimum General Purpose Cash Balance	\$ 4,566,495	\$ 2,350,102	\$ 1,831,680	\$ 1,086,718	\$ 1,452,951	\$ 1,806,561	\$ 2,538,747	\$ 2,631,439	\$ 2,300,373	\$ 2,720,501	\$ 2,724,407
Rate-Financed Capital	\$ 2,529,282	2,000,000	2,090,000	3,108,218	5,029,033	7,204,431	7,482,185	7,721,939	8,029,614	8,408,956	8,716,631
Bond Issuances	\$ -	20,000,000	-	10,500,000	-	-	-	-	-	-	-
Debt-Service Coverage Ratio	1.99	1.79	2.25	2.64	2.58	3.27	3.28	3.29	3.26	4.43	4.38



Attachment B: Proposed RES 2016 COSA, Rate, & Tax Adjustments

	2016 COSA Results	Recommended Rate Increases	Rate Increases + Utility Tax	Dollars
Residential	11.1%	11.1%	12.0%	\$3,089,000
Small General	10.4%	10.4%	10.5%	\$537,000
Medium General	4.3%	4.3%	5.4%	\$435,000
Large General	8.2%	8.2%	9.2%	\$647,000
Small Industrial	-0.1%	0.0%	0.9%	\$32,000
Large Industrial	7.4%	7.4%	9.3%	\$491,000
Small Irrigation	29.2%	11.25%	11.3%	\$15,000
Large Irrigation	9.3%	9.3%	10.7%	\$131,000
Street Lighting	-8.2%	0.0%	1.0%	\$3,000
Security Lighting	16.0%	11.25%	11.3%	\$16,000
Traffic Lighting	21.2%	11.25%	12.2%	\$4,000
Cable TV Amps	-8.1%	0.0%	1.0%	\$0
	8.5%	8.5%	9.5%	\$5,400,000

Attachment C: Proposed 2016 Rate Design

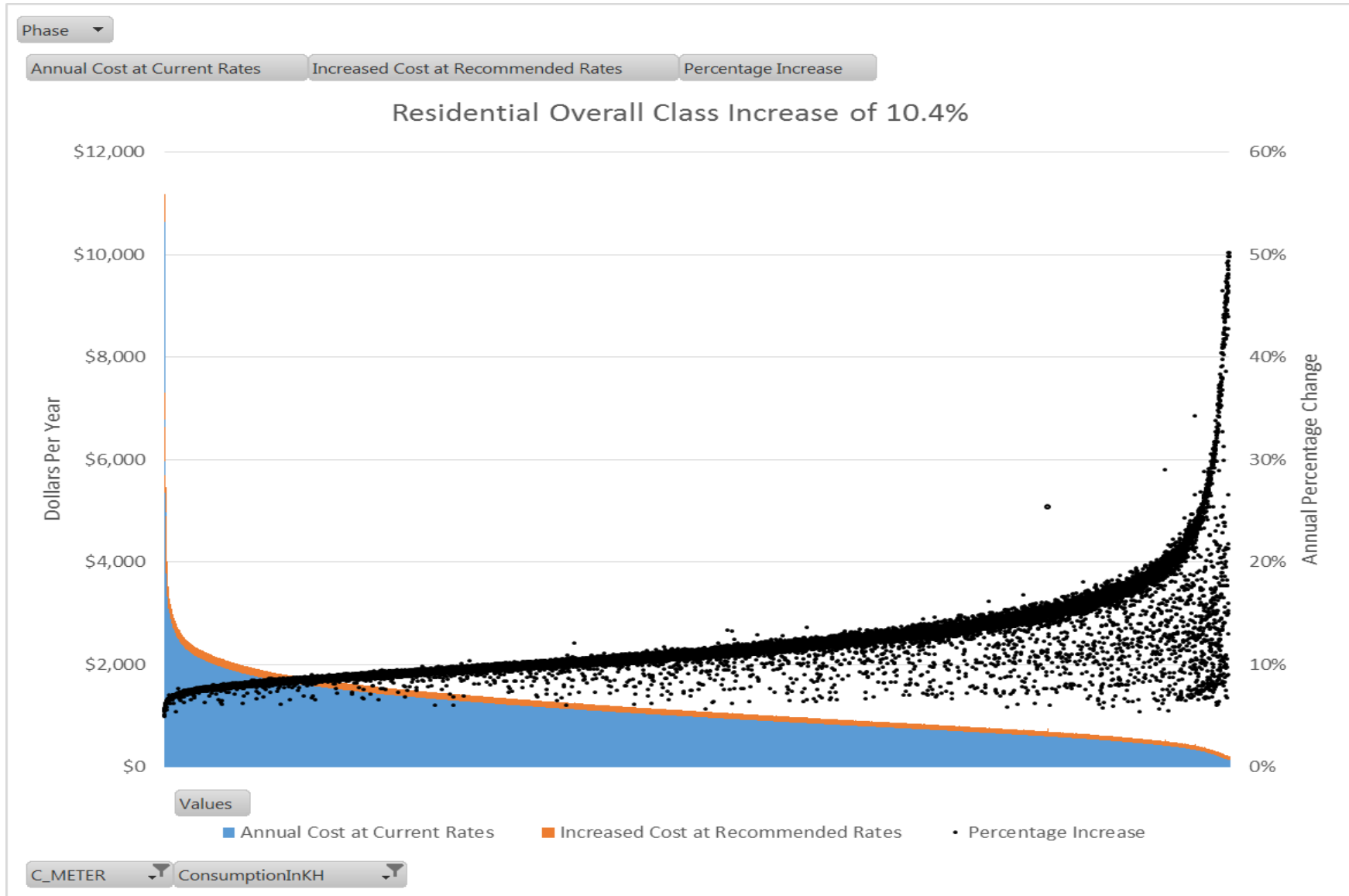
2013 Rates	Service Charge - Single Phase	Service Charge - Multiphase	Horsepower Fee \$/Year	Energy Charge	Demand Charge	Average Monthly Service Charge (All Phases)	
Residential	\$12.25	\$20.45		\$0.0616	\$0.00	\$12.26	
Small General	\$15.00	\$25.03		\$0.0486	\$0.00	\$18.71	
Medium General	\$25.00	\$41.67		\$0.0312	\$5.85	\$40.30	
Large General	\$25.00	\$41.67		\$0.0312	\$5.85	\$41.67	
Small Industrial	\$80.00	\$133.33		\$0.0350	\$6.25	\$133.33	
Large Industrial		\$120.00		\$0.0323	\$5.40	\$120.00	
Small Irrigation	\$100.00	\$166.67	\$5.19	\$0.0468	\$0.00	\$11.18	
Large Irrigation	\$100.00	\$166.67	\$4.97	\$0.0329	\$5.75	\$147.03	
Traffic Lighting				\$0.0701		\$0.00	

July, 2015 Rates	Service Charge - Single Phase	Service Charge - Multiphase	Horsepower Fee \$/Year	\$/kWh	\$/kW/mo.	Revenue Change	Average Monthly Service Charge (All Phases)	
Small General	\$20.00	\$33.35		\$0.0519		10.0%	\$24.94	
Small Irrigation	\$150.00	\$250.00	\$0.00	\$0.0500		10.0%	\$17.86	
Traffic Lighting	\$12.25			\$0.0580		10.0%	\$12.25	

Proposed 2016 Rates	Service Charge - Single Phase	Service Charge - Multiphase	Horsepower Fee \$/Year (HP - 60)	\$/kWh	\$/kW/mo.	Revenue Change	Average Monthly Service Charge (All Phases)	COSA Monthly Service Charge (All Phases)	COSA with Smart Meters (All Phases)
Residential	\$0.60	\$0.85		\$0.0644	\$0.00	11.0%	\$18.26	\$29.48	\$29.51
Small General	\$0.75	\$1.00		\$0.0580	\$0.00	10.4%	\$25.63	\$38.94	\$41.08
Medium General	\$1.20	\$1.45		\$0.0372	\$4.50	4.3%	\$43.49	\$57.18	\$41.51
Large General		\$1.75		\$0.0372	\$4.85	8.2%	\$53.23	\$62.87	\$47.18
Small Industrial		\$7.25		\$0.0372	\$5.15	0.0%	\$220.52	\$222.35	\$241.50
Large Industrial		\$7.25		\$0.0368	\$4.80	7.4%	\$220.52	\$222.42	\$241.59
Small Irrigation	\$168.75	\$225.00		\$0.0565	\$0.00	11.2%	\$17.08	\$38.57	\$40.69
Large Irrigation	\$168.75	\$225.00	\$0.50	\$0.0372	\$6.35	9.3%	\$53.14	\$62.79	\$47.11
Traffic Lighting	\$0.60			\$0.0568		11.3%	\$18.25	\$29.79	\$29.79

Attachment D: Customer Rate Impact Analysis

Customers' Annual Power Costs at Existing Rates and after Rate Increase



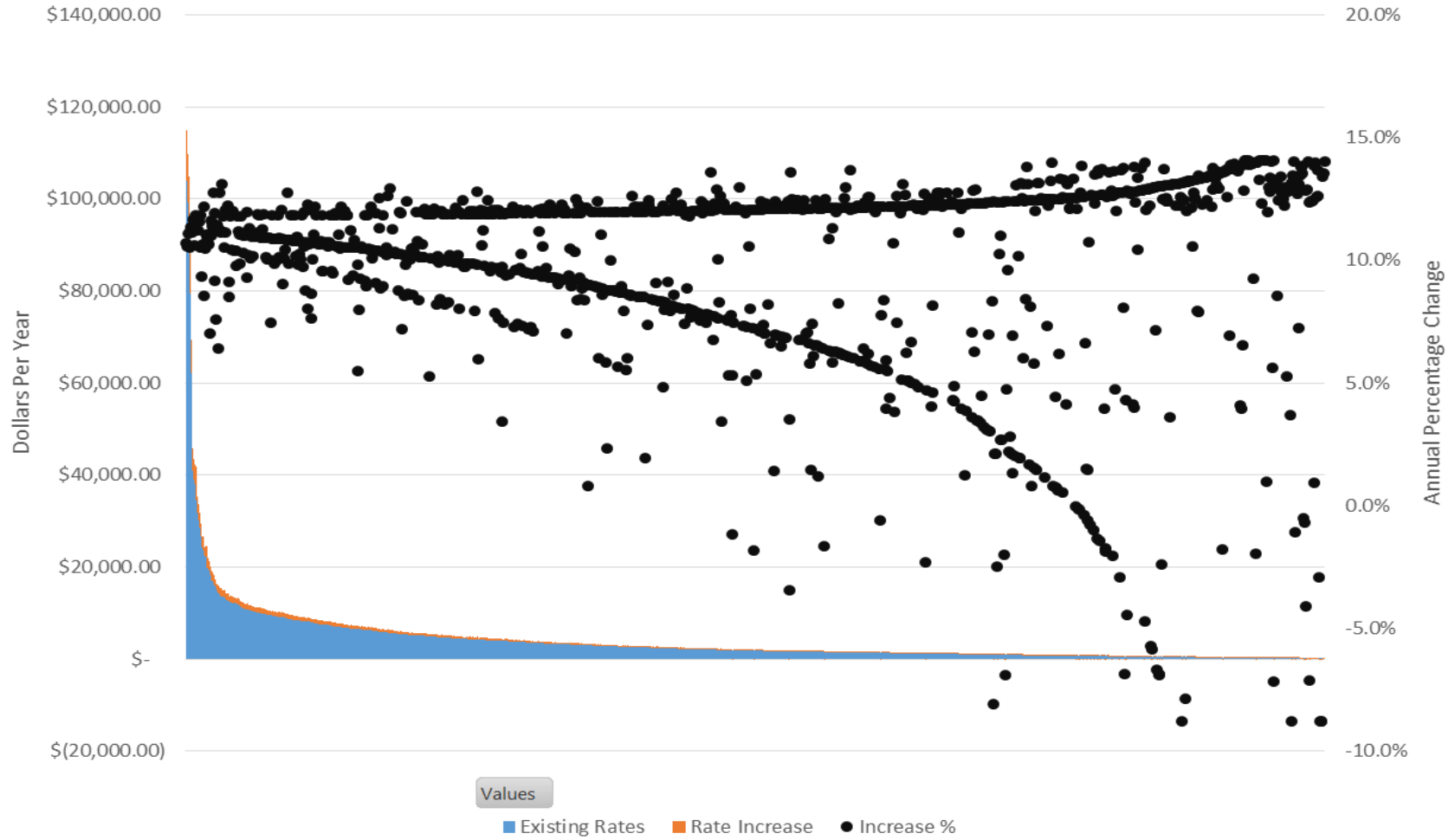
Rate Class

Existing Rates

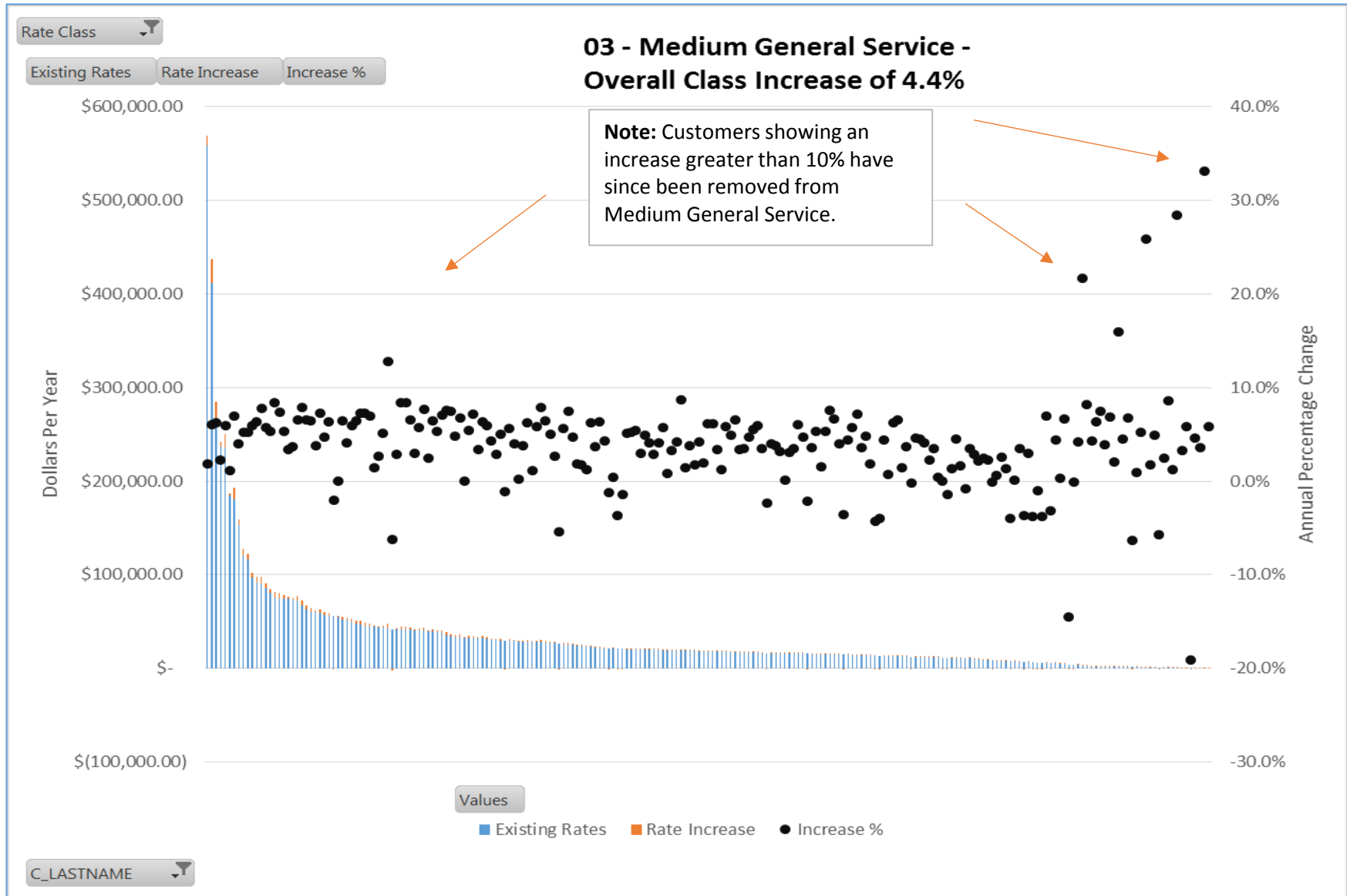
Rate Increase

Increase %

02 - Small General Service - Overall Class Increase of 10.5%



C_LASTNAME



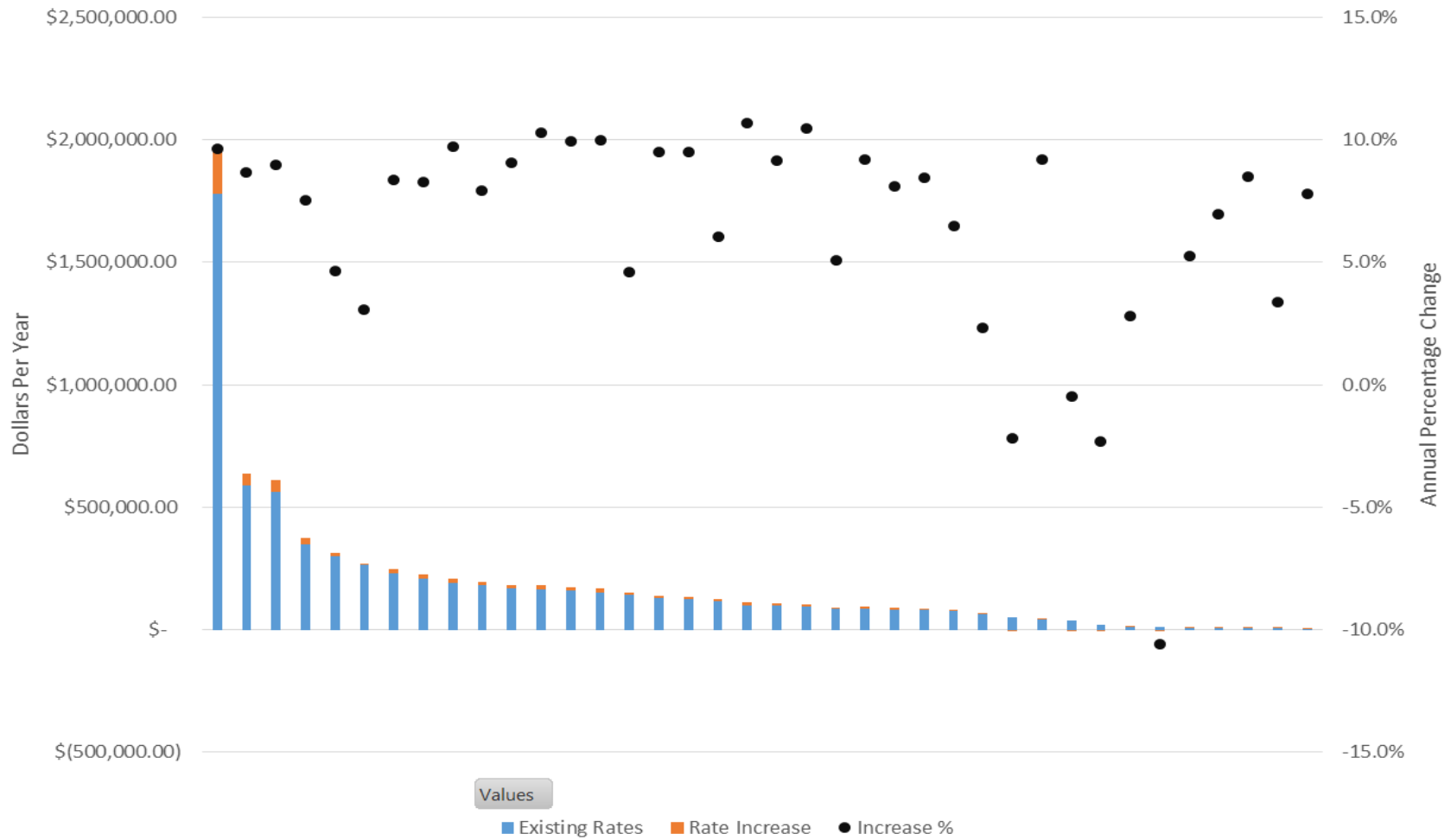
Rate Class

Existing Rates

Rate Increase

Increase %

04 - Large General Service - Overall Class Increase of 8.2%



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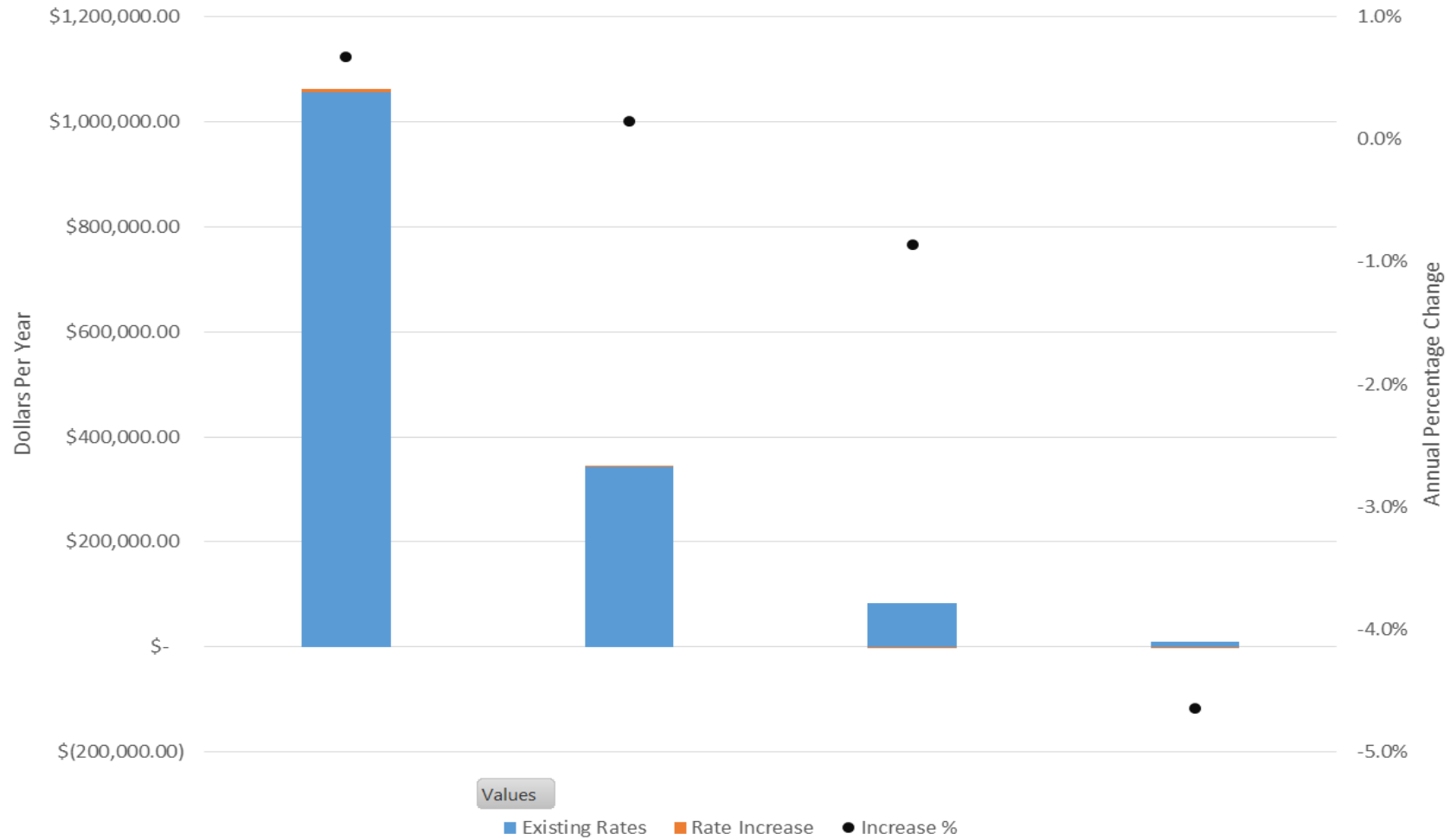
Rate Class

Existing Rates

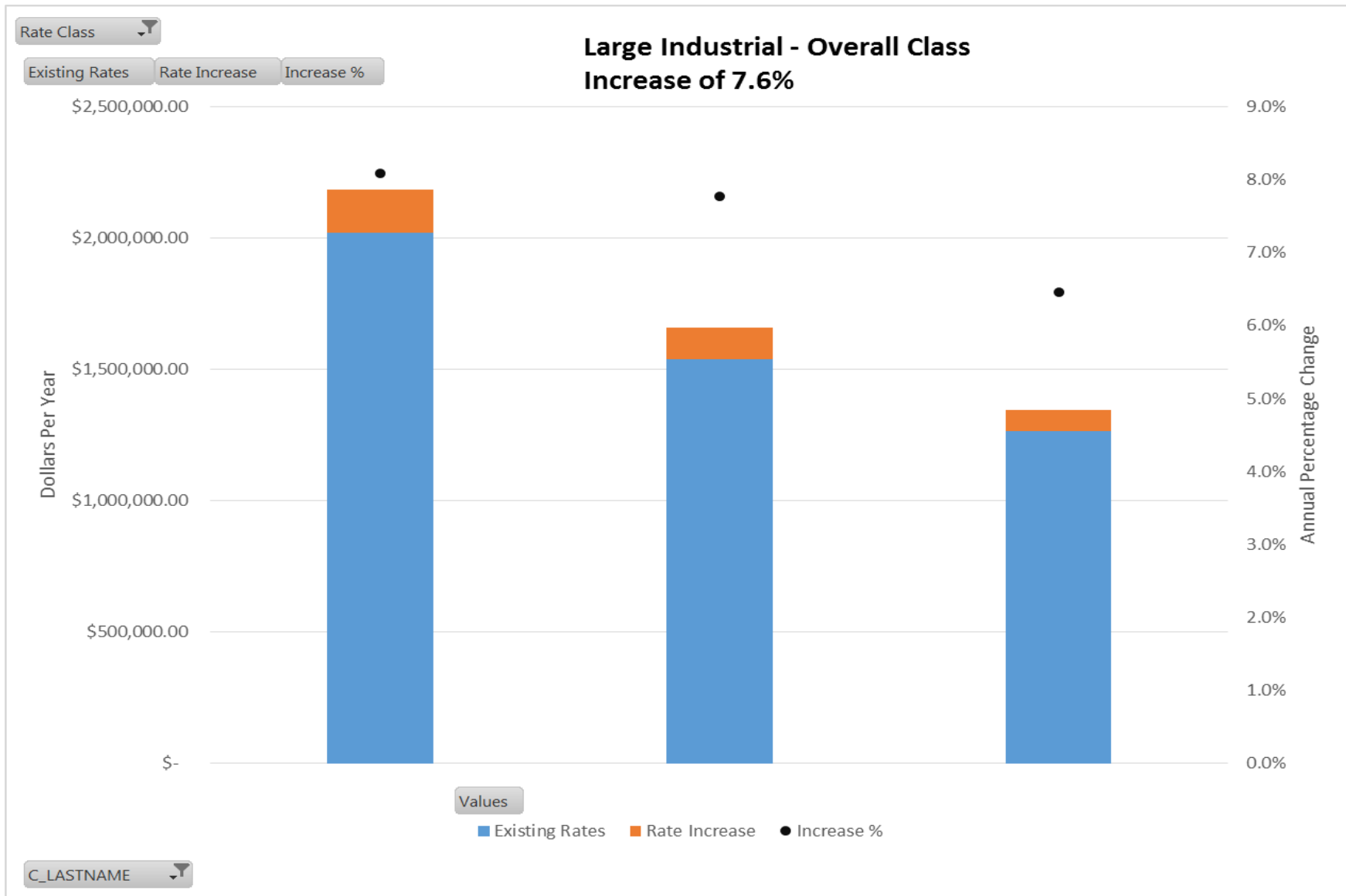
Rate Increase

Increase %

05 - Small Industrial - Overall Class Increase of 0.4%



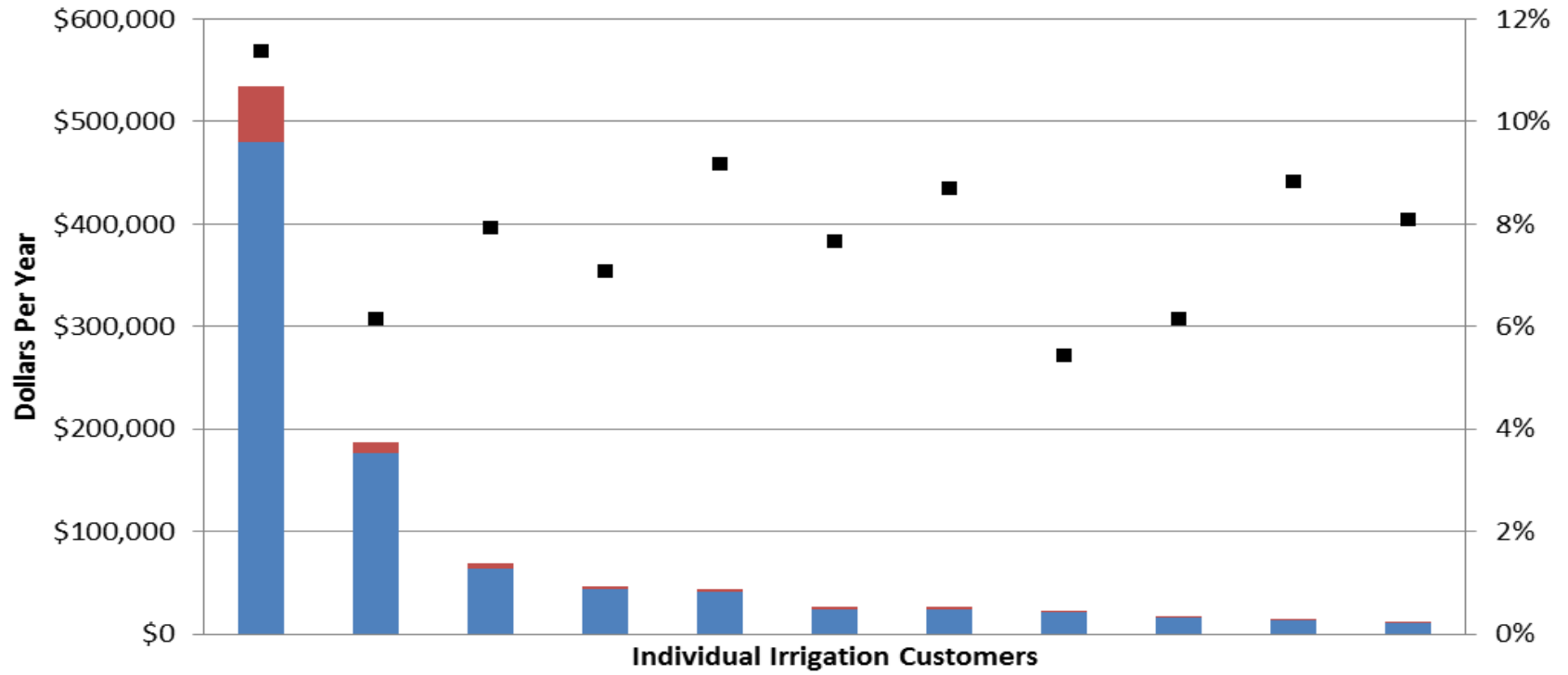
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Class Phase

Existing Rates Increase % Change

Overall Large Irrigation Rate Increase of 9.3%



Values

Existing Rates Increase % Change

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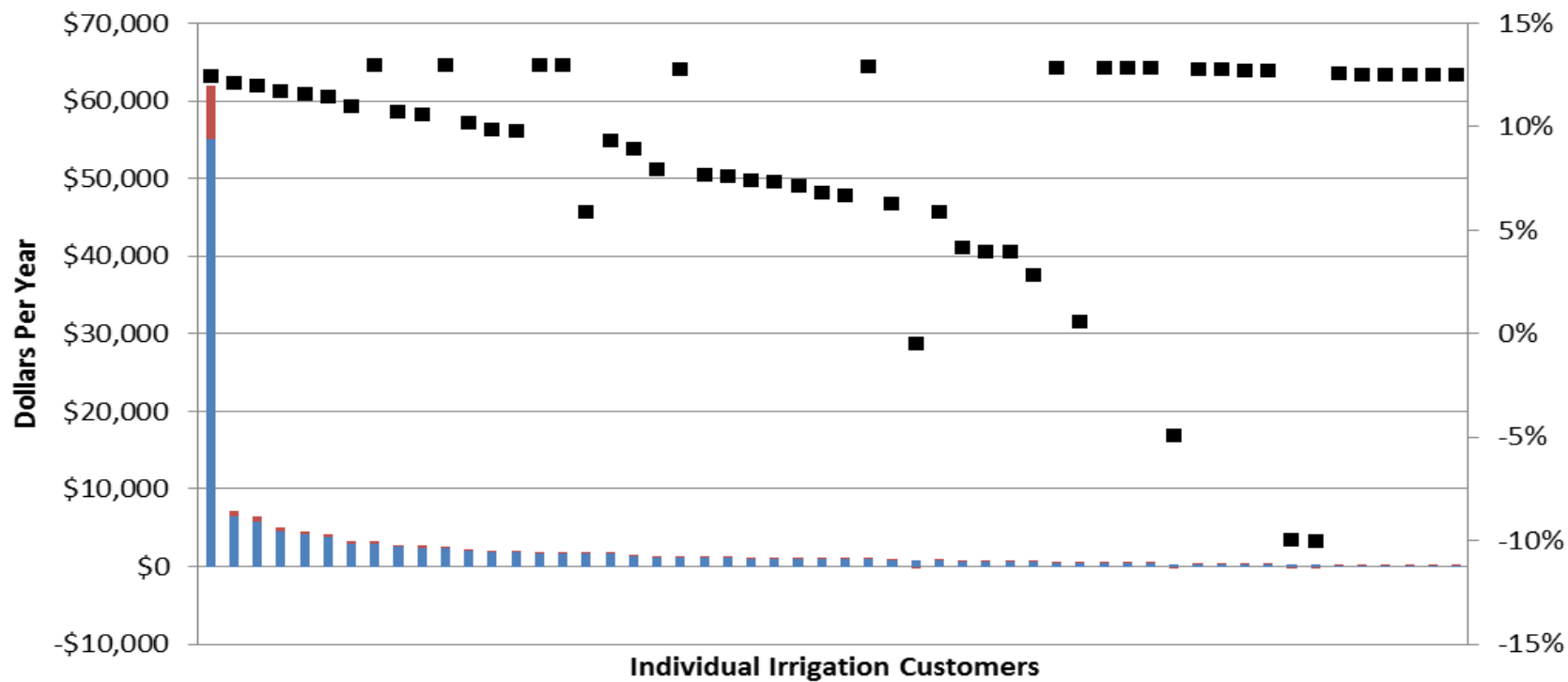
Class Phase

Existing Rates

Increase

% Change

Overall Small Irrigation Rate Increase of 11.2%



Values

Existing Rates

Increase

% Change

C_LASTNAME

Year Month 2016 Discount

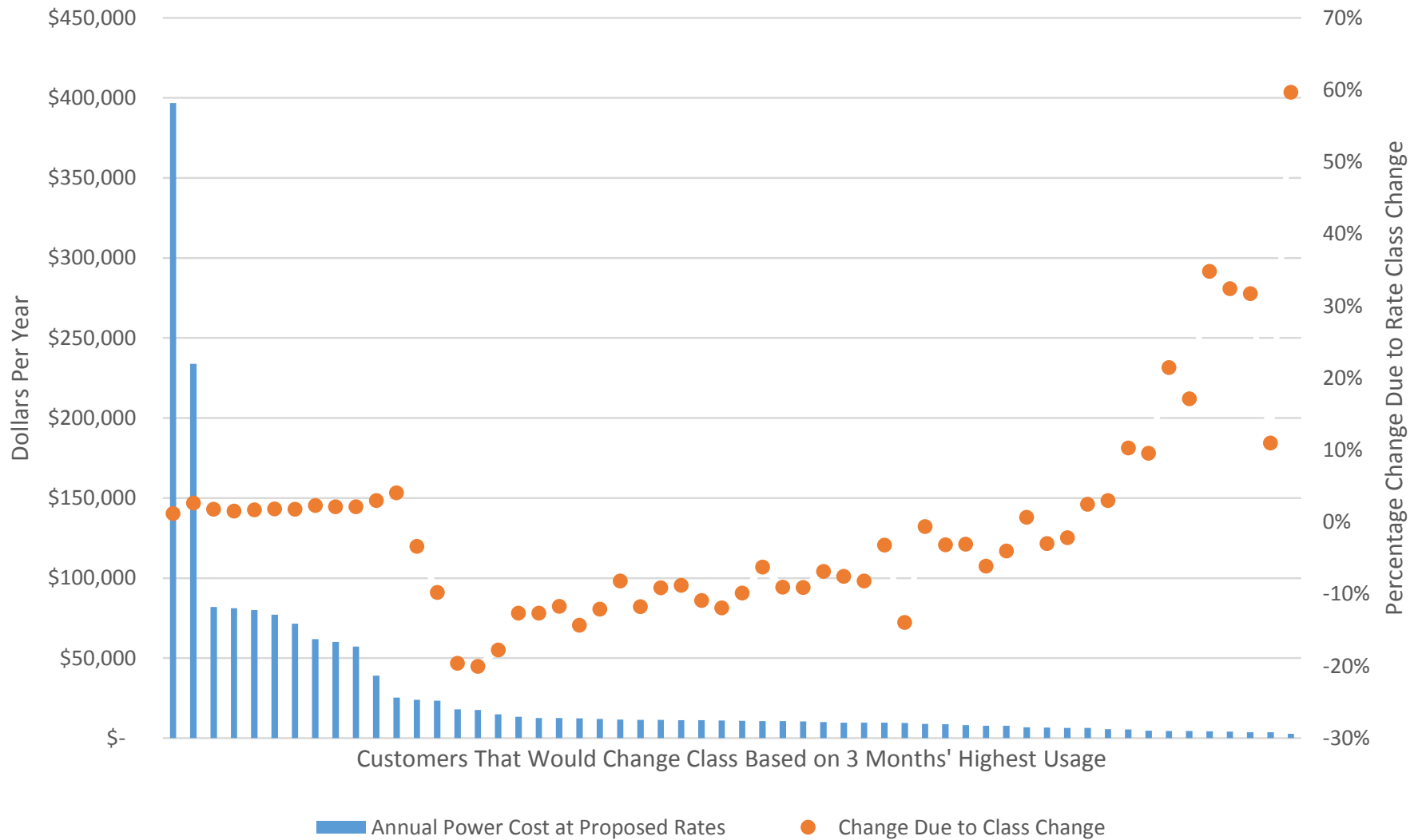
New Discount % kWh Per Month

Attachment E: kWh Per Month Consumption vs. New Discount Percentage No Customer Charge + 15% Discount on Energy Rate



C_ACCOUNT

Attachment F: Annual Power Cost vs. Change in Annual Power Cost After Rate Change



Attachment G: Draft 2016 Street Light Fees

Bulb Type	Watts	Unmetered Lights	Metered Lights	\$/Month @ Current Rate*	New Rates (Unmetered)	New Rates (Metered)
HPS	70	434	-	\$ 2.68	\$ 3.95	\$ 2.45
HPS	100	2,589	166	3.83	4.65	2.55
HPS	150	19	-	5.75	5.70	2.55
HPS	200	719	-	7.66	6.75	2.55
HPS	250	2	-	9.58	7.80	2.55
HPS	400	563	-	15.33	10.95	2.55
LED	51	24	-	1.95	2.95	1.85
LED	63	-	-	2.41	3.35	2.05
LED	67	37	-	2.57	3.50	2.10
LED	71	20	-	2.72	3.65	2.15
LED	98	-	-	3.76	4.35	2.30
LPS	180	9	-	6.90	7.15	3.35
MV	100	1	-	3.83	7.10	5.00
MV	170	18	-	6.51	8.55	5.00
MV	200	4	-	7.66	9.25	5.05
MV	250	77	-	9.58	10.30	5.05
MV	400	29	-	15.33	13.45	5.05
Total	703,183	4,545	166	\$ 27,583	\$ 26,614	\$ 423

*Current Rate	
\$	0.0952 Per kWh



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 40-15, Amending RMC Title 9: Crime, Related to Prosecution of Misdemeanor and Gross Misdemeanor Offenses

Department:
City Attorney

Ordinance/Resolution Number:
40-15

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 40-15, amending Title 9: Crime of the Richland Municipal Code.

Summary:

The City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of the community.

Richland shares concurrent jurisdiction with Benton County for the prosecution of misdemeanor and gross misdemeanor offenses within City limits. The City is authorized to pursue criminal prosecution of misdemeanor and gross misdemeanor crimes occurring in the City of Richland only so long as the City has adopted an ordinance prohibiting specified conduct and setting a penalty that involves criminal sanction.

The City has already adopted ordinances that authorize prosecution for a number of offenses. At this time, staff recommends adopting additional ordinances so that the City may exercise jurisdiction over the prosecution of said offenses as opposed to forwarding the cases to the Benton County Prosecuting Attorney's Office for charging decisions.

There is also a need to modify some of the language in the existing criminal ordinances in the Richland Municipal Code to bring them into conformance with state law.

By approving Ordinance 40-15, the following crimes will be added to Richland's criminal code: Leaving a child in the care of a sex offender; Rendering criminal assistance; Computer trespass second degree; and Reckless burning. The ordinance also amends the crimes of Destruction of property and Disorderly conduct to conform with state law.

Council approved Ordinance 40-15 for first reading on July 21, 2015. Ordinance 40-15 was further discussed at a Council Workshop on August 25, 2015. As a result of those two meetings, the predominant opinion of Council was to defer adopting a Cyberstalking statute at this time. Staff has amended Ordinance 40-15 to remove reference to Cyberstalking.

With these changes, staff recommends approval of Ordinance 40-15 for second reading.

Fiscal Impact:

No direct fiscal impact. If prosecution of any offense in the Code should become necessary, costs would be incurred at that time.

Attachments:

- I. ORD 40-15

ORDINANCE NO. 40-15

AN ORDINANCE of the City of Richland amending Title 9: Crime of the Richland Municipal Code by creating new Sections 9.01.010: Leaving a child in the care of a sex offender; 9.06.130: Reckless burning second degree; 9.08.070 Rendering criminal assistance second degree, and 9.12.110: Computer trespass second degree; and amending Sections 9.06.090: Destruction of property, and 9.14.010: Disorderly persons defined and enumerated.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of the community; and

WHEREAS, the City of Richland shares concurrent jurisdiction with Benton County for the prosecution of misdemeanor and gross misdemeanor offenses within City limits; and

WHEREAS, the City is authorized to pursue criminal prosecution of misdemeanor and gross misdemeanor crimes occurring in the City of Richland only so long as the City has adopted an ordinance prohibiting specified conduct and setting a penalty that involves criminal sanction; and

WHEREAS, the City of Richland has determined to adopt ordinances to prohibit conduct that is currently unlawful under state law so that it may exercise jurisdiction over the prosecution of said offenses as opposed to forwarding the cases to the Benton County Prosecuting Attorney's Office for charging decisions; and

WHEREAS, the City of Richland also has need to modify some of the language in the existing criminal ordinances in the Richland Municipal Code to bring them into conformance with state law.

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

Section 1. A new section, entitled Leaving child in the care of a sex offender, is hereby created and codified as RMC 9.04.010, and shall read as follows:

Chapter 9.04 CRIMES AGAINST PERSONS

Sections:

- 9.04.010 Simple assault.
- 9.04.020 Harassment.
- 9.04.030 Intimidation.
- 9.04.040 Provoking assault.

- 9.04.045 Use of force – When allowed.
- 9.04.050 Harassing telephone calls.
- 9.04.060 Solicitation of a minor.
- 9.04.070 Reckless endangerment – Second degree.
- 9.04.080 Stalking – Penalties.
- 9.04.090 Coercion.
- 9.04.010 Leaving child in the care of a sex offender.

9.04.010 Leaving a child in the care of a sex offender.

A. A person is guilty of the crime of leaving a child in the care of a sex offender if the person is (a) the parent of a child; (b) entrusted with the physical custody of a child; or (c) employed to provide to the child the basic necessities of life, and leaves the child in the care or custody of another person who is not a parent, guardian, or lawful custodian of the child, knowing that the person is registered or required to register as a sex offender under the laws of this state, or a law or ordinance in another jurisdiction with similar requirements, because of a sex offense against a child.

B. It is an affirmative defense to the charge of leaving a child in the care of a sex offender under this section, that the defendant must prove by a preponderance of the evidence, that a court has entered an order allowing the offender to have unsupervised contact with children, or that the offender is allowed to have unsupervised contact with the child in question under a family reunification plan, which has been approved by a court, the department of corrections, or the department of social and health services in accordance with department policies.

C. Leaving a child in the care of a sex offender is a misdemeanor.

Section 2. Section 9.06.090, entitled Destruction of property, is hereby amended to read as follows:

9.06.090 Destruction of property.

It is unlawful for any person to intentionally, and without lawful authority:

A. ~~Intentionally~~ eCause physical damage to the property of another; or

B. Write, paint, draw or create any inscription, figure or mark of any type on any public or private building or other structure or any real or personal property owned by any other person, unless the person has obtained the express permission of the owner or operator of the property.

Any person found in violation of the provisions of this section shall be guilty of destruction of property, which is a gross misdemeanor if the damage to the property is in an amount less than \$750.00. [Ord. 99-76 § 1.01; Ord. 4-85; Ord. 23-09; Ord. 20-11 § 1.09; Ord. 02-13 § 1].

Section 3. A new section, entitled Reckless burning second degree, is hereby created and codified as RMC 9.06.130, and shall read as follows:

Chapter 9.06
CRIMES AGAINST PROPERTY

Sections:

- 9.06.010 Theft of services or property.
- 9.06.020 Possession of stolen property.
- 9.06.030 Value defined.
- 9.06.040 Unlawful issuance of checks.
- 9.06.050 Possession of burglary tools.
- 9.06.060 Vehicle prowling.
- 9.06.070 Trespass – First degree.
- 9.06.075 Trespass – Second degree.
- 9.06.080 *Repealed.*
- 9.06.090 Destruction of property.
- 9.06.100 Frauds on innkeepers and business establishments.
- 9.06.110 Criminal possession of leased or rented property.
- 9.06.120 Theft of subscription television services.
- 9.06.130 Reckless burning second degree.

9.06.130 Reckless burning second degree.

A. A person is guilty of reckless burning in the second degree if he or she knowingly causes a fire or explosion, whether on his or her own property or that of another, and thereby recklessly places a building or other structure, or any vehicle, railway car, aircraft, or watercraft, or any hay, grain, crop or timber, whether cut or standing, in danger of destruction or damage.

B. Reckless burning in the second degree is a gross misdemeanor.

Section 4. A new section, entitled Rendering criminal assistance second degree, is hereby created and codified as RMC 9.08.070, and shall read as follows:

Chapter 9.08
OBSTRUCTION – ARREST – ESCAPE

Sections:

- 9.08.010 Obstructing a public officer.
- 9.08.015 Making a false or misleading statement to a public officer.
- 9.08.018 Definition of public officer.
- 9.08.020 Resisting arrest.
- 9.08.030 Refusing to summon aid for a peace officer.
- 9.08.040 Escape from custody.
- 9.08.050 Rescuing or aiding escape from custody or confinement.
- 9.08.055 Introducing or possessing contraband in detention facility.

9.08.060 Criminal impersonation.

9.08.070 Rendering criminal assistance second degree.

9.08.070 Rendering criminal assistance second degree.

A. A person is guilty of rendering criminal assistance in the second degree if he or she renders criminal assistance to a person who has committed or is being sought for a class B or class C felony or an equivalent juvenile offense or to someone being sought for violation of parole, probation, or community supervision.

B. Except as provided in (C) of this section, rendering criminal assistance in the second degree is a gross misdemeanor.

C. Rendering criminal assistance in the second degree is a misdemeanor if it is established by a preponderance of the evidence that the actor is a relative as defined in RCW 9A.76.060.

Section 5. A new section, entitled Computer trespass second degree, is hereby created and codified as RMC 9.12.110, and shall read as follows:

**Chapter 9.12
MISCELLANEOUS CRIMES**

Sections:

- 9.12.010 Conspiracy.
- 9.12.020 Riot.
- 9.12.030 Failure to disperse.
- 9.12.040 Unlawful discharge of a laser in the second degree.
- 9.12.050 *Repealed.*
- 9.12.055 Illegal dumping.
- 9.12.060 Abandoned refrigerators.
- 9.12.070 Cold storage lockers.
- 9.12.080 Hunting.
- 9.12.090 Tormenting or harassing birds and animals.
- 9.12.100 *Repealed.*
- 9.12.110 Computer trespass second degree.

9.12.110 Computer trespass second degree.

A. A person is guilty of computer trespass in the second degree if the person, without authorization, intentionally gains access to a computer system or electronic database of another under circumstances not constituting the offense in the first degree.

B. Computer trespass in the second degree is a gross misdemeanor.

Section 6. Section 9.14.010, entitled Disorderly persons defined and enumerated, is hereby amended to read as follows:

9.14.010 Disorderly persons defined and enumerated.

The following persons are declared to be disorderly persons:

~~A. Any person found intoxicated from the use of illegal drugs, in any public place in the city; or~~

~~AB.~~ Any person found to be ingesting any illegal drug in a place where it can be viewed by a member of the public; or

~~BC.~~ Any person fighting or encouraging others to fight in any public place in the city; or

~~D. Any person who, by noisy, riotous or tumultuous conduct, disturbs the quiet and peace of the city between the hours of 9:00 p.m. and 7:00 a.m., or of any meeting or assemblage within the city; or~~

~~CE.~~ Any person who uses, in the presence of another person, vulgar, profane, or indecent language, or who makes any vulgar, profane, obscene or indecent gesture, under circumstances which create a reasonable fear of imminent assault; or

~~DF.~~ Any person who intentionally obstructs vehicular or pedestrian traffic:

1. By the linking of arms or joining of hands, lying down, sitting or standing in the street or public right-of-way thus preventing the flow of vehicular or pedestrian traffic, or by placing a parked vehicle or other objects in such a manner to obstruct the flow of traffic; or

2. Obstructs pedestrian or vehicular traffic and refuses or intentionally fails to cease such activity when ordered to do so by a police officer; or

~~EG.~~ Any person who intentionally inhales vapors or fumes of any substance listed in RCW 9.47A.010 as it currently exists, or as it may be amended, for the purpose of inducing euphoria, hallucination or intoxication, except as authorized by law; or

~~FH.~~ Any person who visits or resorts to any place with knowledge that any of the above acts are being conducted, practiced or carried on illegally therein;

~~GI.~~ It shall be an affirmative defense to the crime of disorderly conduct that the action constituting disorderly conduct was permitted by the city pursuant to a permit issued. [Ord. 99-76 § 1.01; Ord. 4-87; Ord. 20-11 § 1.18; Ord. 18-12 § 5].

Section 7. 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 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 42-15, Amending RMC Chapter 12.10: Sidewalk Construction

Department:
Public Works

Ordinance/Resolution Number:
42-15

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 42-15, amending Chapter 12.10 of the Richland Municipal Code relating to sidewalk construction.

Summary:

Richland Municipal Code (RMC), Chapter 12.10, requires construction of sidewalks at the same time as building construction for new development and at the time of significant building modifications if the sidewalks on the site don't meet current RMC requirements. The RMC as written applies the same standard for concrete curbs, gutters and sidewalks to projects in all zoning districts.

A recent commercial development proposal in an Industrial zone brought into question whether construction of RMC Chapter 12.10 improvements would contribute to the City's desired infrastructure in the area.

City staff has concluded that application of the existing standards under RMC Chapter 12.10 to industrial zones is not desirable, and is proposing RMC amendments to align with its recommended standards.

First reading of Ordinance No. 42-15 was held at the August 5 City Council meeting.

Richland's Planning Commission reviewed the proposed code changes at their meeting on August 26, 2015 and recommended Council approval with a modification to Section 12.10.030 as follows: "Pedestrian facilities in industrial zoning districts may be composed of Portland cement concrete and sidewalks, curbs and gutters that conform to City of Richland standard specifications, or may be of hot-mix asphalt or asphalt concrete pavement in the form of a striped shoulder that is a minimum width of four feet and marked "No Parking", and, if there is a ditch, the minimum width should be six feet or separated pathway as approved by the City Engineer." Staff believes the intent of the Planning Commission's modification can be accomplished with simplified language and recommends final approval of the proposed revised code amendment.

Fiscal Impact:

No

Attachments:

- I. Proposed Ordinance No. 42-15

ORDINANCE NO. 42-15

AN ORDINANCE of the City of Richland amending Title 12: Streets and Sidewalk, of the Richland Municipal Code (RMC), relating to sidewalk construction.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of the community; and

WHEREAS, RMC Chapter 12.10 addresses the required installation of sidewalks, curbs and gutters at the time of adjacent building construction; and

WHEREAS, RMC Chapter 12.10 specifically mentions residential and commercial land uses and promotes a well-connected system of transportation facilities to support vehicular, bicycle and pedestrian travel; and

WHEREAS, RMC Chapter 12.10 is silent regarding application of its provisions to industrial land uses, resulting in staff applying the code requirements to all building activity and public streets; and

WHEREAS, staff believes industrial land uses, with their larger parcels and different travel patterns, warrant application of a different improvement standard than is currently represented in RMC Chapter 12.10; and

WHEREAS, the City's Horn Rapids Industrial Park master plan establishes an improvement standard different from RMC Chapter 12.10; and

WHEREAS, RMC Chapter 12.10, as currently worded, requires improvements to street right of way property even when the proposed development will receive no benefit from those improvements and regardless of whether the street is actually in place and functional as a public street; and

WHEREAS, staff proposes to amend RMC Chapter 12.10 to improve its clarity and establish a more appropriate improvement standard for industrial properties; and

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

Section 1.01 Chapter 12.10 Installation of Sidewalks, Curbs and Gutters, of the Richland Municipal Code, as enacted by Ordinance No. 390 and last amended by Ordinance No. 44-13, is hereby amended to read as follows:

12.10.010 Sidewalks for new construction.

Whenever a building permit application is made for construction of a new residential or commercial structure within the city, the person seeking such permit shall also make

application for a permit as provided for under this chapter, and as a portion of such construction there shall be built sidewalks, curbs and gutters on all sides of such property that may adjoin property dedicated and existing as a public street, in conformance herewith, and such sidewalks, curbs and gutters shall extend the full distance that such property is sought to be occupied as a building site for residential or commercial construction, or as parking area for commercial construction, that may adjoin property dedicated and existing as a public street. If the paved width of the adjacent public street does not include curbs and gutters and is not wide enough to construct the curbs, gutters, and sidewalks in accordance with the planned roadway width, as determined by the city engineer and the city's street functional classification system as established in Chapter 12.02 RMC, the application for right-of-way construction shall include widening of the paved street to conform with the width specified by the city engineer and street lights and storm drain system improvement as needed to complete the street in accordance with city standards; provided, that the provisions of this section may be waived by the public works director when application is made for the construction of a new residential or commercial structure on a previously improved street, which previously improved street does not include sidewalks or curbs and gutters. A waiver may be granted only if all of the following conditions exist:

- A. The property is in a residential zone, or is a residential nonconforming use to another zoning classification, or is industrial zoned property within the Horn Rapids Industrial Park.
- B. The existing street is not included as a classified arterial or collector street in the city's street functional classification system as established in Chapter 12.02 RMC.
- C. The existing street does not have concrete curbs along the property frontage for the property applying for the building permit.
- D. The existing street does not have concrete curbs within 300 feet of the nearest property corner to the property applying for a building permit.
- E. No more than 33 percent of the properties on the same block as the property applying for the building permit are undeveloped.

F. Construction of sidewalks along the property applying for the permit would result in no more than 20 percent of the frontage along the block including sidewalk.

If the above conditions are met, the public works director may grant a waiver to the requirements in this section subject to the property owner agreeing to fully fund and/or complete the improvements required under this section when the city forms a local improvement district to make these improvements or when development activity will result in at least 50 percent of the street frontage completing the improvements called for in this section, or when the city completes a city-funded street improvement project. [Ord. 390 § 1.01; Ord. 781 § 1.01; Ord. 40-83 § 1.03; Ord. 27-12 § 2; Ord. 44-13 § 1.01].

12.10.020 Sidewalks for existing improved property.

Whenever a building permit application is made for alterations or repairs to a residential or commercial property within the city, the person seeking such a permit shall install improvements as required in RMC 12.10.010; except that the requirements for installation of such improvements shall be waived if one of the following criteria is met:

A. The total alterations or repairs to a residential property are less than \$50,000 in valuation within any two-year period;

B. The total alterations or repairs to a commercial property are less than 50 percent of the assessed valuation as determined by the Benton County assessor or \$100,000, whichever is less; provided, that no waiver shall be granted for any building that adds 20 percent or more to its gross floor area within any two-year period. [Ord. 390 § 1.01; Ord. 27-12 § 2].

12.10.030 Standards of construction.

All sidewalks required to be constructed under the provisions of this chapter shall be of Portland cement concrete, and sidewalks, curbs and gutters shall otherwise conform to city of Richland standard specifications. All sidewalks required to be constructed pursuant to the provisions of this chapter shall be five feet in width; provided, that C-2 and C-3 zones adjacent to a principal or minor arterial shall be eight feet in width if the sidewalk is constructed directly adjacent to the curb or six feet in width if constructed with a minimum of two feet separation from the curb; and all sidewalks within the CBD zone shall be at least eight feet in width, except Guyer Avenue, Corondolet Drive, Stevens Drive north of Marjorie Sutch Greenway and Harding Street, which shall be five feet in

width. [Pedestrian facilities in industrial zoning districts may, as an alternative, consist of a widened, delineated Hot Mix Asphalt \(HMA\) shoulder with restricted parking or a separated HMA pathway as approved by the City Engineer.](#) [Ord. 390 § 1.01; Ord. 781 § 1.02; Ord. 40-83 § 1.03; Ord. 11-07; Ord. 04-09].

12.10.035 Sidewalks for new or improved streets.

Whenever any street is constructed or improved in any area of the city zoned residential or commercial, whether such construction be by local improvement or otherwise, as a part of such construction or improvement there shall be included therein, on both sides of any such street, that may abut on previously developed property, sidewalks, curbs, and gutters constructed in conformity with requirements of this chapter.

Provided, however, that the provisions of this section may be waived, in whole or in part, by the city council, upon a determination by the public works director that the sidewalk requirement herein would unduly restrict usage of private property abutting such sidewalk.

In determining whether the provisions of this section will be waived, the public works director shall consider the setback of the existing development from the street, the setback that would exist by requiring sidewalks, curbs and gutters pursuant to this section, and whether waiver of this section would adversely affect any uniform construction of sidewalks, curbs and gutters in the general area of the construction or improvement. [Ord. 781 § 1.03; Ord. 40-83 § 1.03].

12.10.040 Permits.

Before constructing sidewalks, curbs and gutters a permit shall be obtained in the same manner as is provided in Chapter [12.08](#) RMC for obtaining permits for excavations. [Ord. 390 § 1.01].

12.10.050 Waiver.

The public works director or his duly authorized representative may waive the requirements of this chapter in those areas which are scheduled for widening under the six-year street improvement program. [Ord. 390 § 1.01; Ord. 40-83 § 1.03].

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: September 6, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. I40-I5, Appointment to the Richland Arts Commission: Solani Matta

Department:
City Attorney

Ordinance/Resolution Number:
I40-I5

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. I40-I5, appointing Solani Matta as a youth member on the Richland Arts Commission until March 31, 2016.

Summary:

In March 2015, three applications were received for the Richland Arts Commission (RAC) Position No. 7 youth vacancy. Chair Raffa, Council Liaison Lemley and Staff Liaison Assistant Bykonen interviewed the candidates on March 19, 2015. Interview procedures were followed and no conflict of interest was identified.

Liliana Rasmussen was appointed to the RAC in April 2015; however, she participated on the RAC as a volunteer for most of the school year prior to her appointment. She has since graduated from high school in June 2015 is heading for college outside of Tri-Cities area.

Solani Matta, one of the three applicants, is recommended to serve as the RAC Youth Member for the unexpired term on Position No. 7, which is until March 31, 2016.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution
2. Recommendation
3. Application

RESOLUTION NO. 140-15

A RESOLUTION of the City of Richland confirming the youth position appointment of Solani Matta to the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland that the following position appointment to the Arts Commission are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
<u>Youth Member</u> Solani Matta	7	3/31/16

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 1st day of September 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



City of Richland
Parks and Recreation Department
500 Amon Park Drive
Richland, WA 99352
(509) 942-7529
Richlandparksandrec.com

To: City Council

From: Arts Commission Interview Panel

Date: June 18, 2015

Re: Commission Vacancy Interviews

Cc: Parks and Public Facilities Director, Joe Schiessl

Three applications were received for the Arts Commission Position No. 7 youth vacancy. Chair Raffa, Council Liaison Lemley and Staff Liaison Bykonen interviewed the candidates on Thursday, March 19, 2015. Interview procedures were followed and no conflict of interest was identified. As a result of these interviews Solani Matta is recommended for Youth Member Position No. 7. Position is one year or until March 31, 2016.

Board Commission or Committee Application

Select the Board, Commission or Committee applying for:*

Arts Commission

Personal Information

First Name*

Sonali

Last Name*

Matta

Street Address*

622 Summit Street

City*

Richland

State*

WA

Zip*

99352

Length of Residency
in the City of
Richland*

10 years

Email:*

sonali.matta24@gmail.com

Contact Phone:*

509-318-4538

Alternate Phone:

509-554-7075

Occupation:*

Student

Education: *

Hanford High School

Experience Applicable to the City Board, Commission or Committee to which you are applying*

Member of Mid-Columbia Ballet Senior Company

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

☐ Yes

☒ No

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

☐ Yes

☒ 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

☒ No

RECEIVED

MAR 02 2015

RICHLAND CITY CLERK

RECEIVED

NOV 12 1905

RICHMOND CITY CLERK

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.*

☒ I accept

A resume is required to complete the application.*

☐

Uploaded: RESUME.docx

SONALI MATTA
622 Summit Street
Richland, WA 99352
(509) 318-4538
sonali.matta24@gmail.com

EDUCATION

- Hanford High School Richland, WA – 9, 10

ACTIVITIES

- Key Club – 9, 10
- Spanish Club – 9, 10
- Recycling Club – 10
- Knowledge Bowl – 9,10
- HHS Orchestra – 9, 10
- Mid-Columbia Ballet – Elementary to 10
- HHS Newspaper/Yearbook – 10
- Regional and State Science Fairs – 6,7,8,9,10

HONORS

- HHS Honor Roll – 9, 10
- Mid-Columbia Ballet Senior Company – 8, 9, 10
- Mid-Columbia Science Fair Honorable Mention, Special Awards – 8,9
- Washington State Science and Engineering Fair – 8 (2nd place), 9 (1st place, Surgeon General Award)
- Reflections PTA Photography Competition– 9 (1st place)
- Regional Dance America Pacific Festival – 8,9,10
- Music for All National Festival Indianapolis, Indiana – 9
- International Ballet Competition Jackson, Mississippi - 9

VOLUNTEER/COMMUNITY INVOLVEMENT

- Hindu Society of Eastern Washington
- Teacher's assistant at Mid-Columbia Ballet
- Humane Society
- Volunteer at LIGO
- HHS Tutor

EMPLOYMENT EXPERIENCE

- Pediatrics for You Administrative Assistant
- Proficient in Microsoft Word, Publisher, Powerpoint, Excel and Adobe Indesign
- Working knowledge of Spanish



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 141-15, Expressing Appreciation to Liliana Rasmussen for Service on the Richland Arts Commission

Department:
City Attorney

Ordinance/Resolution Number:
141-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 141-15, Expressing Appreciation to Liliana Rasmussen for her service on the Richland Arts Commission.

Summary:

Liliana Rasmussen was appointed to the Richland Arts Commission (RAC) April 2015 and served thorough August 2015 as she will be attending college outside of the Tri-Cities area. Prior to her appointment, she volunteered for the RAC most of the 2014-2015 school year.

Fiscal Impact:

None.

Attachments:

I. Proposed Resolution

RESOLUTION NO. 141-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Liliana Rasmussen for the service she rendered to the City as a youth member of the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Liliana Rasmussen, their appreciation for the service she rendered to the City during her tenure as a youth member of the Arts Commission.

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 1st day of September 2015.

DAVID W. ROSE

Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS

City Clerk

HEATHER KINTZLEY

City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 152-15, Authorizing Execution of a Purchase and Sale Agreement Acquiring the Right-of-Way for the Duportail Bridge Project

Department:
Public Works

Ordinance/Resolution Number:
152-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 152-15, authorizing the City Manager to sign and execute a purchase and sale agreement and all ancillary documents necessary to complete the required property acquisition from the McAllister Holdings, Inc. for Duportail Bridge right-of-way.

Summary:

The City Council's Strategic Leadership Plan has prioritized the completion of the Duportail Bridge as a high priority contribution to the City's transportation infrastructure. Toward that objective, the City has invested to make the Duportail Bridge project construction ready, including completion of all of the environmental reviews and fully funding the right-of-way acquisition for the project.

City staff have initiated right-of-way acquisition procedures for this project. Staff activities are guided by State and Federal regulations and include purchase offers based on fair market value appraisals. The proposed agreement reflects completion of successful negotiations with one property owner impacted by the project; McAllister Holdings Inc. The amount to be paid to the McAllister Holdings Inc will be \$15,700, the same amount as the fair market appraisal.

Staff recommends approval of this agreement.

Fiscal Impact:
Yes

The total cost of this acquisition, including the \$15,700 purchase price and closing costs, is estimated at \$20,000. These costs were anticipated in the project budget and funding is available to complete this acquisitions. There is currently \$1,117,978.69 available in the Duportail Bridge project budget.

Attachments:

1. Resolution No. 152-15 - McAllister Purchase Agreement
2. McAllister Purchase and Sales Agreement

RESOLUTION NO. 152-15

A RESOLUTION of the City of Richland authorizing acquisition of certain real property interests from McAllister Holdings, Inc. by negotiated voluntary purchase for the purpose of constructing the Duportail Bridge project.

WHEREAS, the Richland City Council's Strategic Leadership Plan prioritizes completion of the Duportail Bridge as a high priority contribution to the City's transportation infrastructure; and

WHEREAS, since 2007 the Richland City Council has invested to make the Duportail Bridge project construction ready, including completion of all environmental reviews and funding for right-of-way acquisition; and

WHEREAS, the Duportail Bridge, when completed, will provide many benefits to the community including more efficient vehicle travel, improved access for transit, bicycle and pedestrian travel, improved emergency response, improved management of Chamna open space access and economic development; and

WHEREAS, the City has identified several properties that must be acquired to complete the Duportail Bridge project; and

WHEREAS, property acquisitions for the Duportail Bridge project will be completed in accordance with state and federal process requirements; and

WHEREAS, in accordance with state and federal regulations, the City of Richland completed appraisals to determine the fair market value of the properties and has negotiated in good faith with the owners of the properties to be acquired; and

WHEREAS, McAllister Holdings, Inc. has one (1) property affected by the Duportail Bridge project and has agreed to sell the portion of his property required for this project; and

WHEREAS, the funds necessary to acquire the property shall be paid by Duportail Bridge 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:

1. Sign and execute the purchase agreement and deed, and all other documents necessary to complete the purchase of the required portion of McAllister Holdings, Inc. 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 1st day of September, 2015.

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 (the "Agreement") is made and entered into this ____ day of _____, 2015 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser") and **McALLISTER HOLDINGS, INC** ("Seller").

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:

(Exhibit A)

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 Statutory Warranty 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 Fifteen Thousand Seven Hundred Dollars (\$15,700) rounded.

The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Tri-City Title Company. These funds will be deposited in escrow account with Tri-City 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 Tri-City 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, Tri-City 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 Tri-City Title Company and shall have occurred on a date specified by Tri-City Title 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. As of the date hereof, to the best of Seller's knowledge, during the Contract Period:

6.2.3. 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.

6.2.4. 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:

Contract No: _____

TO SELLERS:

McAllister Holdings, Inc.
418 Riverstone Drive
Richland, WA 99352
Phone: (509) 528-3038

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 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

Duportail Bridge ROW – McAllister Holdings, Inc.

Contract No: _____

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

**McALLISTER HOLDINGS, INC -
SELLER**

By: Cynthia D. Johnson
Its: City Manager

By: 
Its: Owner

ATTESTED:


Cynthia D. Johnson

Marcia Hopkins, City Clerk

Duportail Bridge ROW – McAllister Holdings, Inc.

Contract No: _____

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

[Faint, illegible handwritten text]

LEGAL DESCRIPTION
 TIMBERLINE CAPITOL, INC.-OWNERSHIP 11
 RIGHT-OF-WAY ACQUISITION
 PROJECT NO. 30-07-050 DUPORTAIL STREET
 December 16, 2013

That portion of Parcel One as shown on Record Survey No. 1405 dated March, 1991 (Records of Benton County, Washington) located in the Northwest 1/4 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at a Brass Cap monumenting the centerline intersection of Duportail Street and Riverstone Drive from which a Brass Cap monumenting the centerline intersection of Duportail Street and Cottonwood Drive (West of Duportail Street) bears North 38°05'12" East, 652.77 feet;

Thence along the centerline of Duportail Street North 38°05'12" East, 170.03 feet;

Thence leaving said centerline North 51°54'48" West, 30.00 feet to a point on the existing Westerly right-of-way of Duportail Street;

Thence North 51°50'51" West, 20.00 feet, said point also being on the Southerly boundary of Block 342, Plat of Richland thereof according to the Plat thereof, recorded in Volumes 6 and 7 of Plats (Records of Benton County, Washington) and the POINT OF BEGINNING.

Thence along said existing Westerly right-of-way the following (2) courses and distances:

South 38°05'12" West, 110.06 feet;

South 83°08'15" West, 28.26 feet;

Thence leaving said existing Westerly right-of-way North 38°05'12" East, 130.04 feet to a point on said Southerly boundary of the Plat of Richland;

Thence along said Southerly boundary South 51°50'51" East, 20.00 feet to the POINT OF BEGINNING.

Containing 0.06 acres, more or less.

TOGETHER WITH AND SUBJECT TO covenants, easements, and restrictions of record.

END OF DESCRIPTION

Prepared by:
 J-U-B ENGINEERS, Inc.
 John J. Shea, P.L.S.



12-16-2013

JJS/vkc



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 4 - Targeted Investments

Subject:

Resolution No. 153-15, Authorizing the City Manager to Enter Into a Contract with Roger Brooks International for the Waterfront 2040 Master Plan

Department:

Community & Development Services

Ordinance/Resolution Number:

153-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 153-15, authorizing the City Manager to sign and execute an agreement with Roger Brooks International for the preparation and delivery of the Waterfront 2040 Master Plan.

Summary:

On March 24, 2015 Council discussed the vision for the Waterfront 2040 Master Plan. Using the results of that discussion, staff worked to develop a scope of work and identify the optimal team for the project. Key priorities and types of firms best suited for the work were identified in this process.

It was determined that an effort focused on branding and marketing is best suited for the Waterfront 2040 Plan. Much of the area of the Master Plan is currently developed. Sites that are available for development are typically City Owned and are more challenging sites to develop. Sites available for future development are typically redevelopment projects, that is an existing building must be repurposed or demolished to improve the land further.

Thus, it makes most sense to focus on branding and marketing to ensure that the variety of existing uses are best positioned in the market place. The effort will also help to catalyze engagement in the community by businesses and stimulate a transition to entertainment retail which will better support tourism and recreational spending in the City.

As the timeline to complete the project is very short, it was clear that a consultant team with strong local knowledge would be the best candidate for the project. Roger Brooks International has strong local knowledge from their recent work with Visit TriCities, and their expertise is in branding and marketing. Because of the nexus of experience and expertise, a sole source contract was selected to move forward as quickly as possible to engage the consultant.

Attached is the proposed contract with Roger Brooks International for the development of a Branding and Marketing Action Plan for Richland's waterfront. The key deliverable is the Waterfront 2040 Master Plan.

Fiscal Impact:

Approval of this item will result in the expenditure of eighty-five thousand dollars (\$85,000) for the preparation and delivery of the Waterfront 2040 Master Plan. The 2015 Capital Improvement Plan and General Fund budget identified \$56,000 toward the Master Plan. The remaining \$29,000 to fund this contract is available in the Industrial Development fund's unappropriated fund balance. Staff will bring forward an ordinance for first reading at the next City Council meeting seeking a budget amendment to authorize a \$29,000 transfer to the General Fund to complete funding for this contract.

Attachments:

1. Resolution 153-15

2. Waterfront 2040 Contract with RBI

RESOLUTION NO. 153-15

A RESOLUTION of the City of Richland authorizing execution of an agreement with Roger Brooks International for branding and marketing services for the Waterfront Master Plan project in the amount of \$85,000.

WHEREAS, the Waterfront Master Plan project is a major element of the City's Strategic Leadership and Capital Improvement Plans; and

WHEREAS, the Waterfront Master Plan Project consists of a number of public and private projects along the Columbia River from Columbia Point to the Columbia Playfields; and

WHEREAS, the Waterfront Master Plan Project will set the development vision for key City-owned properties; and

WHEREAS, the Waterfront Master Plan Project will set the programming vision for public activities within the district; and

WHEREAS, the Waterfront Master Plan will establish the vision and messaging to make the district vibrant and active for the coming years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Roger Brooks International in the amount of \$85,000 for marketing and branding for the Waterfront Master Plan project.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ____ day of _____, 20__ by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Roger Brooks International, LLC, 24654 N Lake Pleasant Parkway, Suite 103-487, Peoria, Arizona 85383 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide preparation and delivery of a Branding, Development and Marketing Action Plan for the City of Richland, with a focus on the city's waterfront development areas, the "Waterfront Master Plan."
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work.
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____
 - (ii) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by February 26, 2016.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed eighty five thousand dollars (\$85,000) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

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

8) DISPUTE RESOLUTION

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

9) DEBARMENT CERTIFICATION

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

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

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the

Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

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

12) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

- 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 4. Professional Liability insurance appropriate to the Consultant's profession.

- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

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

14) STANDARD OF CARE

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

15) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that

no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

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

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

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

19) CHANGE IN LAW

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

20) CONFIDENTIALITY

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

21) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.

- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. JOHNSON, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name & Title

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

Fax: _____

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A: Detailed Scope of Work

Consultant shall provide the following services:

The preparation and delivery of a Branding, Development & Marketing Action Plan for the City of Richland, with a focus on the city's waterfront development areas.

The Branding portion of the plan shall include:

- City of Richland brand promise of the downtown and waterfront, how the city wants to be known that will set it apart from others in the region and throughout the Northwest. This will include and focus on the waterfront, as a primary driver for development, tourism and community development.
- City of Richland, and waterfront identifiers including naming of districts or areas, and brand identity (logo) development for each. This shall include the incorporation of both existing City of Richland branding standards as well as those developed for the Tri-Cities regional marketing and branding efforts.
- Print advertising and brochure concepts leveraging downtown and the waterfront as the key marketing for the city as a whole.
- Key marketing messages for both online and print marketing and advertisings. This will be directed at attracting regional residents to the City of Richland, visitors coming into the Tri-Cities area, and to attract private investment into the city (economic development.)
- Pole banner and wayfinding signage design, complementing that being developed as part of the regional wayfinding effort.
- Website home page concept for the waterfront/downtown district, brand poster concepts (promoting the waterfront), and "Best of Richland" brochure cover.

The Development portion (Product Development) portion of the plan shall include:

- Review and incorporation of key elements designed and studied over the past 15 years for the City of Richland.
- Three on-site visits:
 - o The first, a four-day visit (including travel), to meet with city officials and "Brand Team" members to review the waterfront area, other areas of the city, discuss past planning efforts, coordination with regional product development initiatives, etc.
 - o The second, a single day visit (excluding travel), shall be to showcase the initial concepts (branding and site designs) with the Brand Team and city staff, elected officials, Port District, and other interested parties.
 - o The third, a single day visit (excluding travel), shall be to present the Plan to the public to garner public support for the development project.
- This shall be complemented with teleconference and multi-media meetings to discuss the waterfront development plans as they are developed.
- Site design concepts that shall include:
 - o Private development opportunities
 - o Programmed public gathering spaces (plazas with activity centers such as splash pads, possible ice rink in winter, stages, vendor spaces, etc.)
 - o Inclusion of development projects already underway (public and private), and elements from previous plans and studies, bringing them into this one "action plan."
- A Monetization Plan for the plaza area including:

- o Revenue sources (public and private), costs and staffing for operations and marketing of the plaza area, capital improvements, marketing and outreach.
 - o Programming plan to keep the plaza area active at least 250 days a year, over time growing to 300+ days a year.
- One large plan-view color rendering of the existing condition waterfront site plan, including public and private development projects, trails, parking and other amenities.
- One large plan-view color site plan rendering of the future fully developed site also including private-sector development projects, parking, trails, visitor information, restrooms and other amenities and gathering areas.
- Six additional renderings showing key elements of the waterfront including plaza areas (from two different angles), an overall site plan as seen from the water, and an overall site plan seen from an elevated view from street-access points and two other renderings to be determined during the design process.
- All site plans shall be mounted on foam-core board for public display.
- High-resolution PDF files of all renderings and site plans shall be provided on thumb drive (or other digital media) for use by the City. These shall be high enough resolution that the city can pull up small areas of the plan so they can be enlarged, but still retain clarity.

The Marketing portion of the plan shall include:

- The brand graphics and key marketing messages as outlined in the Branding portion, herein.
- Design 11"x25.5" tri-fold "Opportunities brochure" (that folds to 11"x8.5") that will showcase the overall plan and shall list and detail private-sector development opportunities.
 - o It shall include both public-sector improvements and amenities as well as private-sector opportunities in terms of businesses and site development.
 - o It shall be sensitive to current ownership of undeveloped and underdeveloped sites. Some of the area may be designated as "redevelopment opportunities."
 - o The Opportunities brochure shall be designed to be a marketing piece for garnering both public support and to attract investment to the area.
 - o The Opportunities brochure shall be provided to the city in "print ready" format using Adobe InDesign, and shall be provided in PDF format, ready for screen printing and inclusion to local websites and other digital media.
- The Marketing portion shall also include marketing strategies:
 - o To attract both locals and visitors to the site (public outreach, consumer marketing, social media, public relations) complementing and partnering with the regional marketing efforts.
 - o Recommended advertising, public relations, and social media initiatives, including costs and staffing, possible partnerships and consulting services.
 - o The marketing plan shall include detailed recommendations for attracting visitors (tourism), local and regional residents, private-sector investment (including retailers, restaurants, vendors, artisans and musicians, etc.)

Deliverables shall include all of the above in the following formats:

- Six hard copies of the Plan in 11"x17" format, in full color showcasing all of the renderings and site designs, photographic examples to illustrate activities and the "look and feel" of both public and private-sector elements of the plan.
- The Plan in both low-resolution (for online viewing) and high-resolution PDF formats for printing additional copies.
- The renderings and site plans on foam core board as noted above and in PDF format.

- The Apple Keynote final presentation, also saved as a PowerPoint presentation, shall be provided in PDF format with one slide per page, four slides per page and nine slides per page. We recommend that the city have the final presentation professionally video-taped so that it can be shown, edited, and used to help promote the plan to local residents and private-sector investment interests.

Timelines:

- The project shall commence immediately following the execution of this agreement and shall conclude no later than February 26, 2016.
- Initial site visit and information gathering September 21, 2015
- Preliminary plan verification and site visit November 9, 2015
- Community presentation January 5, 2016

Cost:

- The cost of developing, writing, and delivering the Branding, Development & Marketing Action Plan shall not exceed \$85,000 including all travel and related costs.
- The city will provide easels and ways to showcase the renderings, and would host the final presentation including the costs (if any) of venue rental, refreshments, etc.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 155-15, Establishing a Public Hearing Date to Consider the Proposed Whitfield Annexation

Department:

Community & Development Services

Ordinance/Resolution Number:

155-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 155-15, establishing September 15, 2015 as the date for Council to conduct a public hearing to consider the proposed Whitfield annexation.

Summary:

Edith Whitfield, the owner of a 26-acre orchard property in South Richland, is pursuing annexation of her property. The property is located south of Shockley Road, north of the KID irrigation canal, east of Queensgate Drive and west of the plat of Bordeaux Grove.

Council passed Resolution No. 54-15 on March 17, 2015, authorizing the annexation process to begin. Since then, the proposal has been reviewed by the Benton County Boundary Review Board, the Planning Commission and most recently, the County Assessor has certified the annexation petition. The final step in the annexation process is for the Council to conduct a public hearing, and if Council determines to annex the property, the process would be completed through the adoption of an annexation ordinance.

Draft Resolution No. 155-15 would establish the next regular Council meeting date of September 15, 2015 as the date to conduct the public hearing to consider the annexation.

Fiscal Impact:

Establishing a public hearing date for a proposed annexation will have no fiscal impact for the City, however, the completed annexation will increase the City's tax revenue, as well as the provision of City services in the area.

Attachments:

1. Resolution No. 155-15 - Whitfield Annexation Public Hearing Date
2. Whitfield Annexation Area Map

RESOLUTION NO. 155-15

A RESOLUTION of the City of Richland setting a public hearing date to consider the proposed annexation of approximately 26.3 acres located in the Northwest Quarter of Section 27, Township 9 North, Range 28 East W.M., Benton County, Washington.

WHEREAS, a petition for annexation to the City of Richland has been received from Edith Whitfield Trustee, the owner of a 26.3 acre parcel and such petition has been duly certified by the Benton County Assessor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City of Richland hereby establishes the regular City Council meeting date of September 15, 2015, as the date in which the Council will conduct a public hearing to consider the annexation petition submitted by Edith Whitfield.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

FIGURE 1
PROPOSED WHITFIELD ANNEXATION AREA MAP

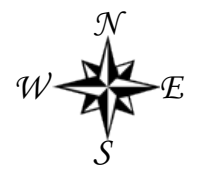
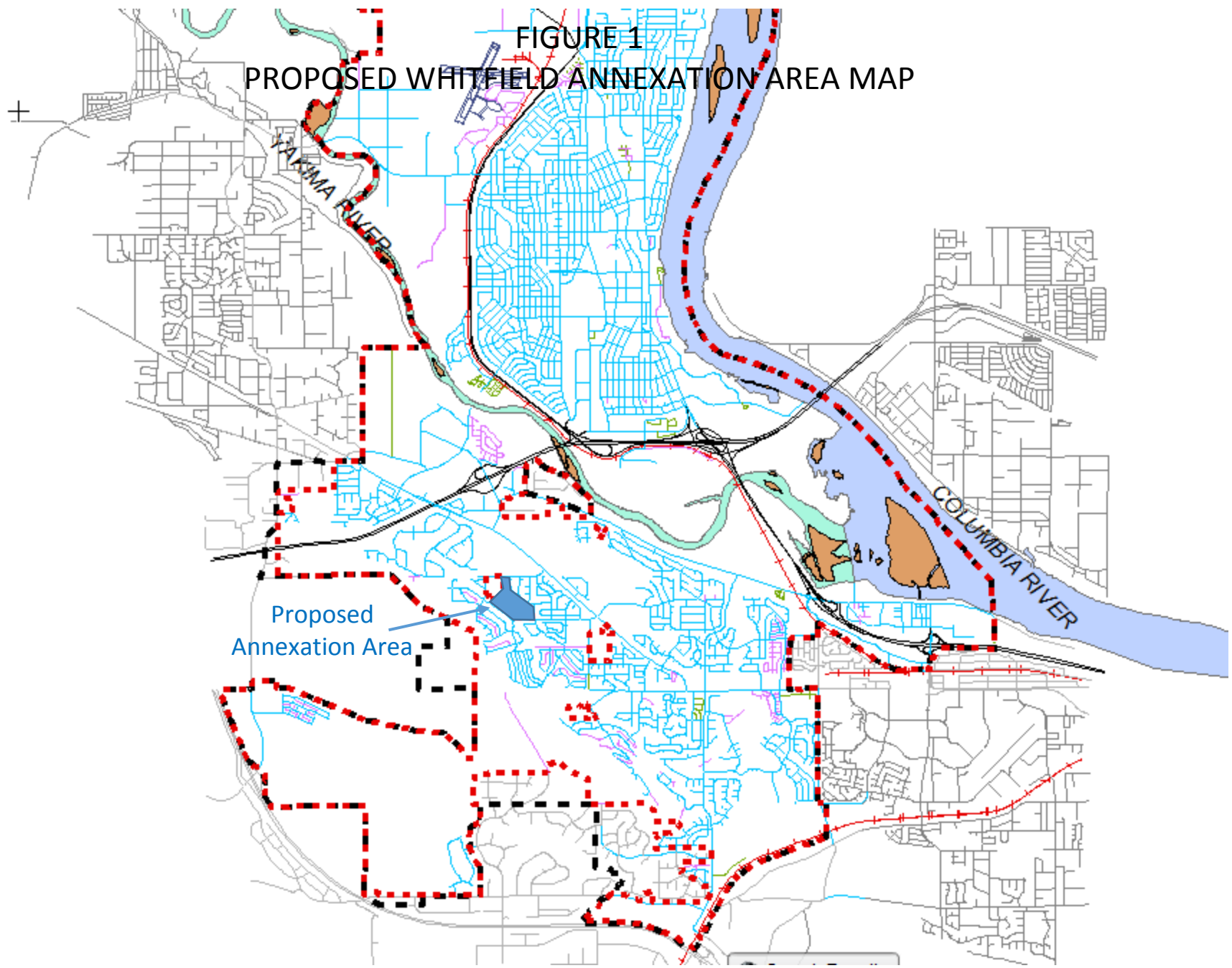


FIGURE 2
PROPOSED WHITFIELD ANNEXATION VICINITY MAP

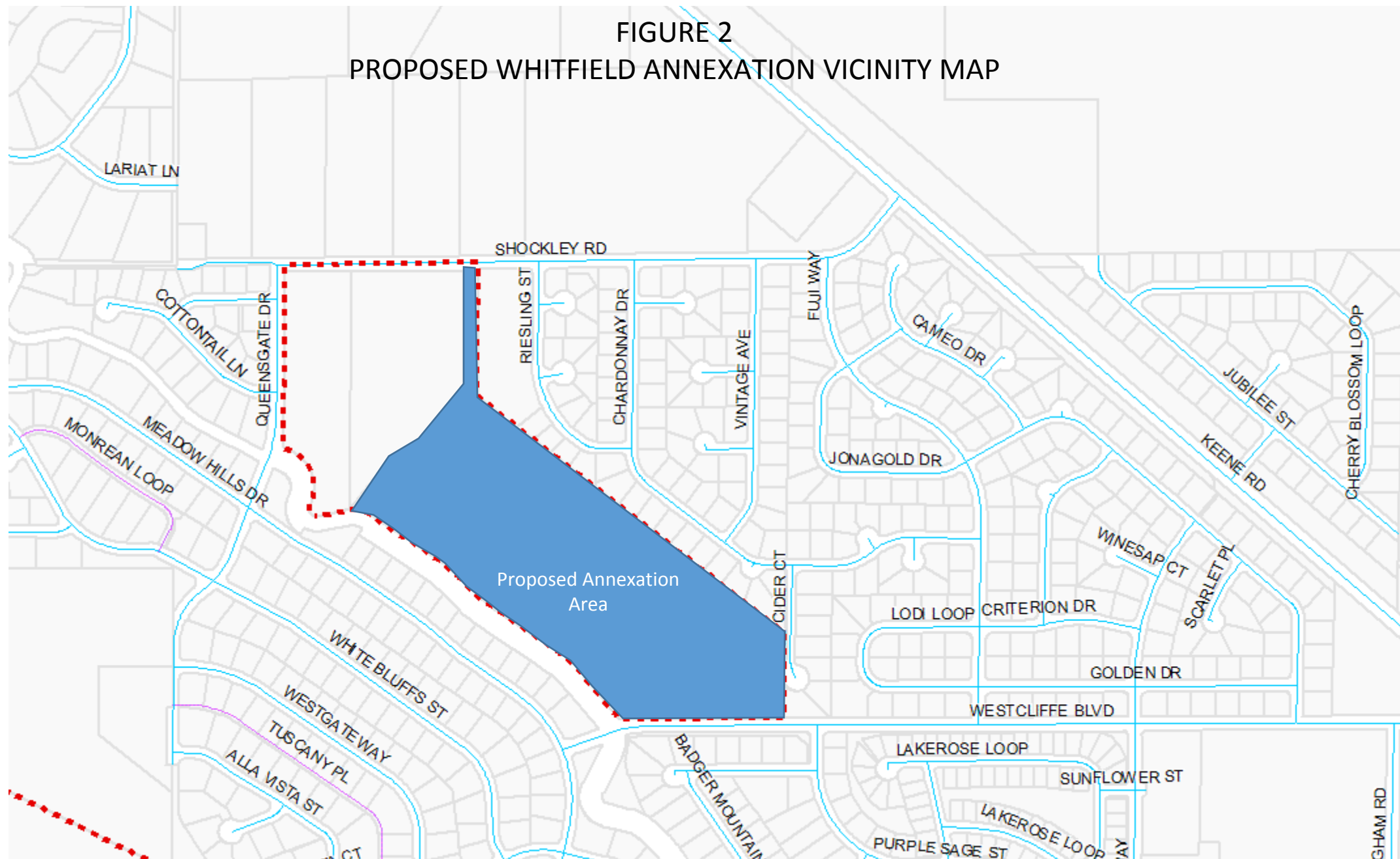


FIGURE 1
PROPOSED JOLIANNA HEIGHTS PRELIMINARY PLAT



**FIGURE 4
PROPOSED WHITFIELD ANNEXATION
LAND USE MAP**

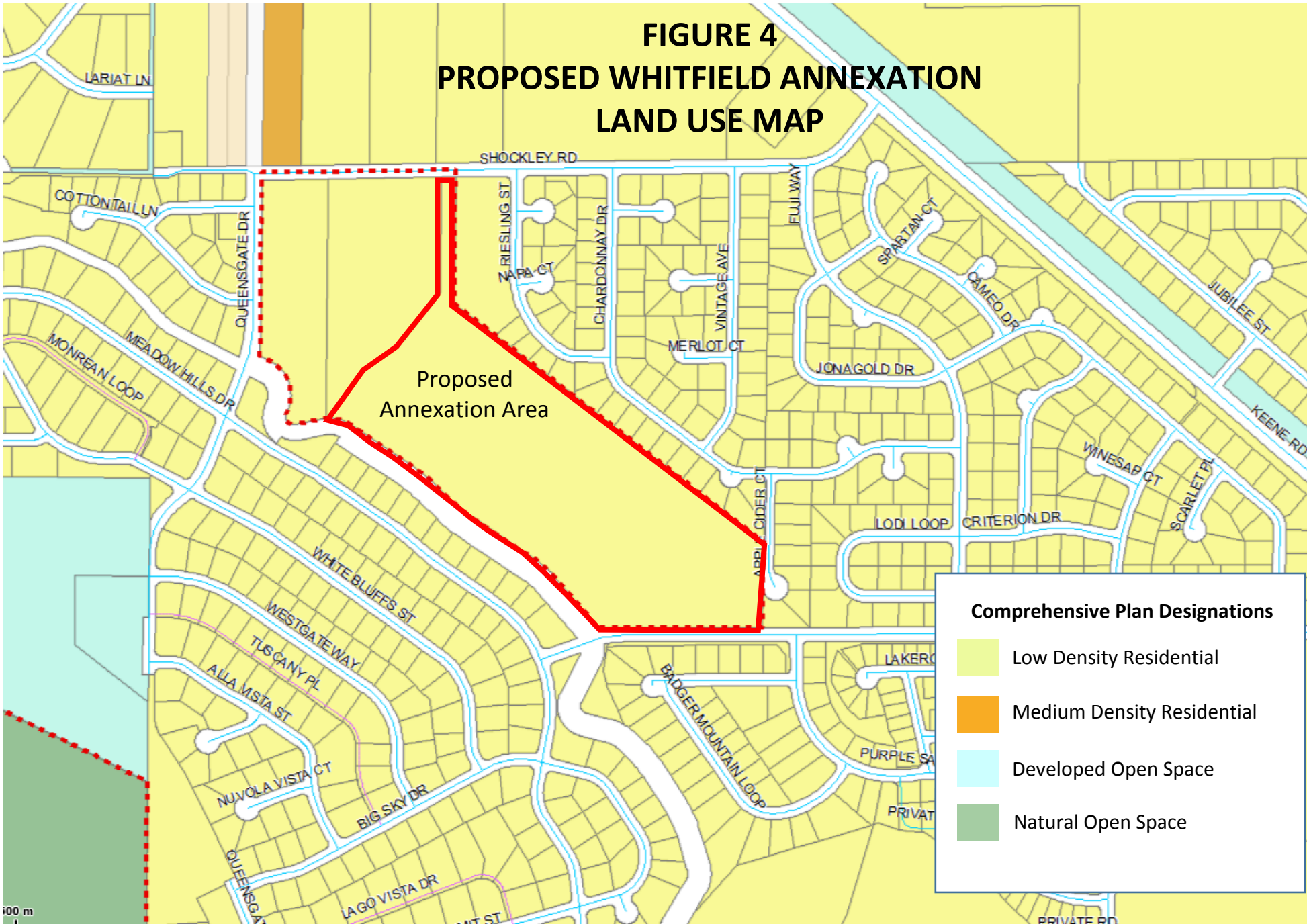


FIGURE 5
PROPOSED WHITFIELD ANNEXATION
EXISTING CITY ZONING

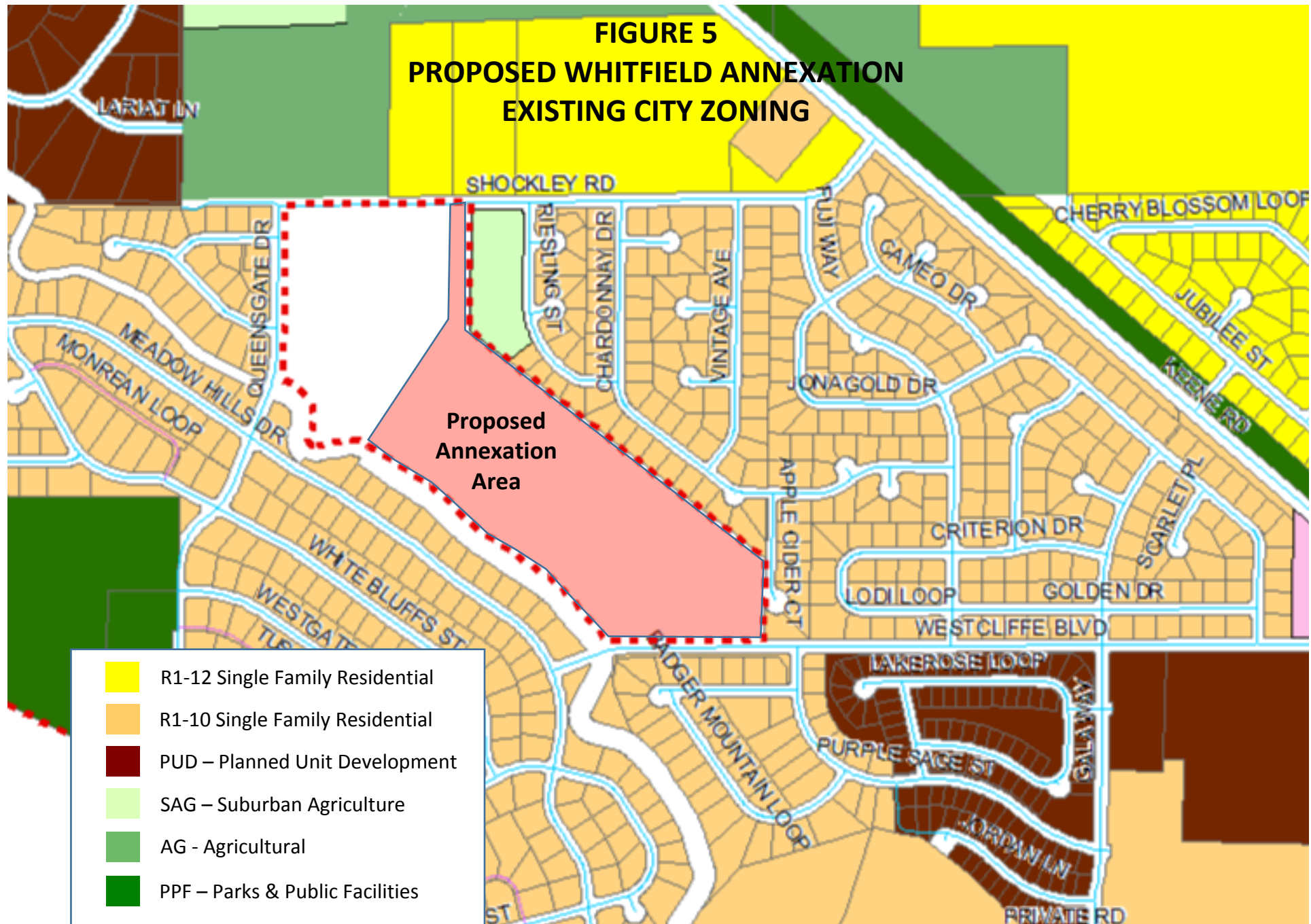


FIGURE 6
TOPOGRAPHY MAP

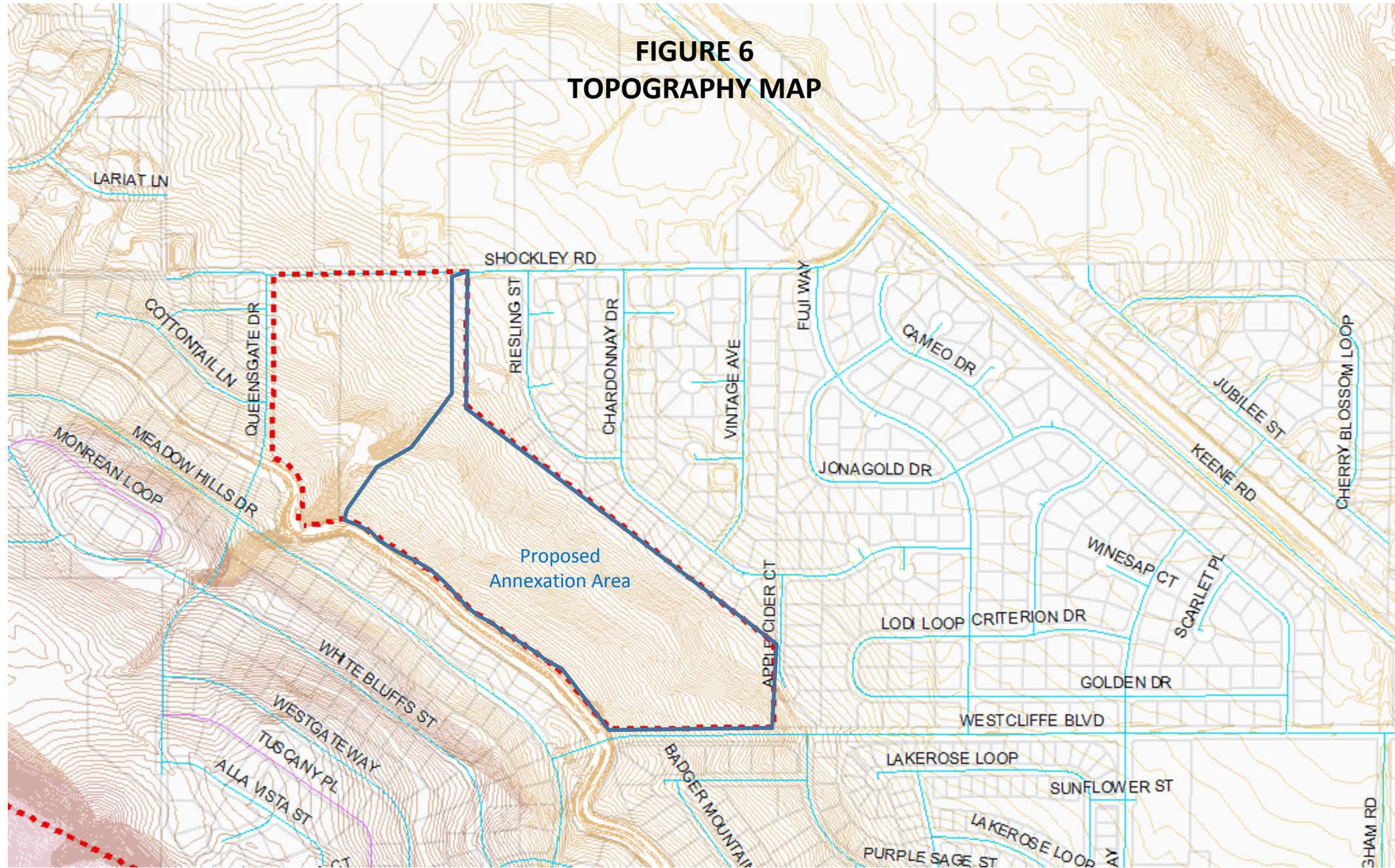


FIGURE 7
EXISTING WATER MAINS

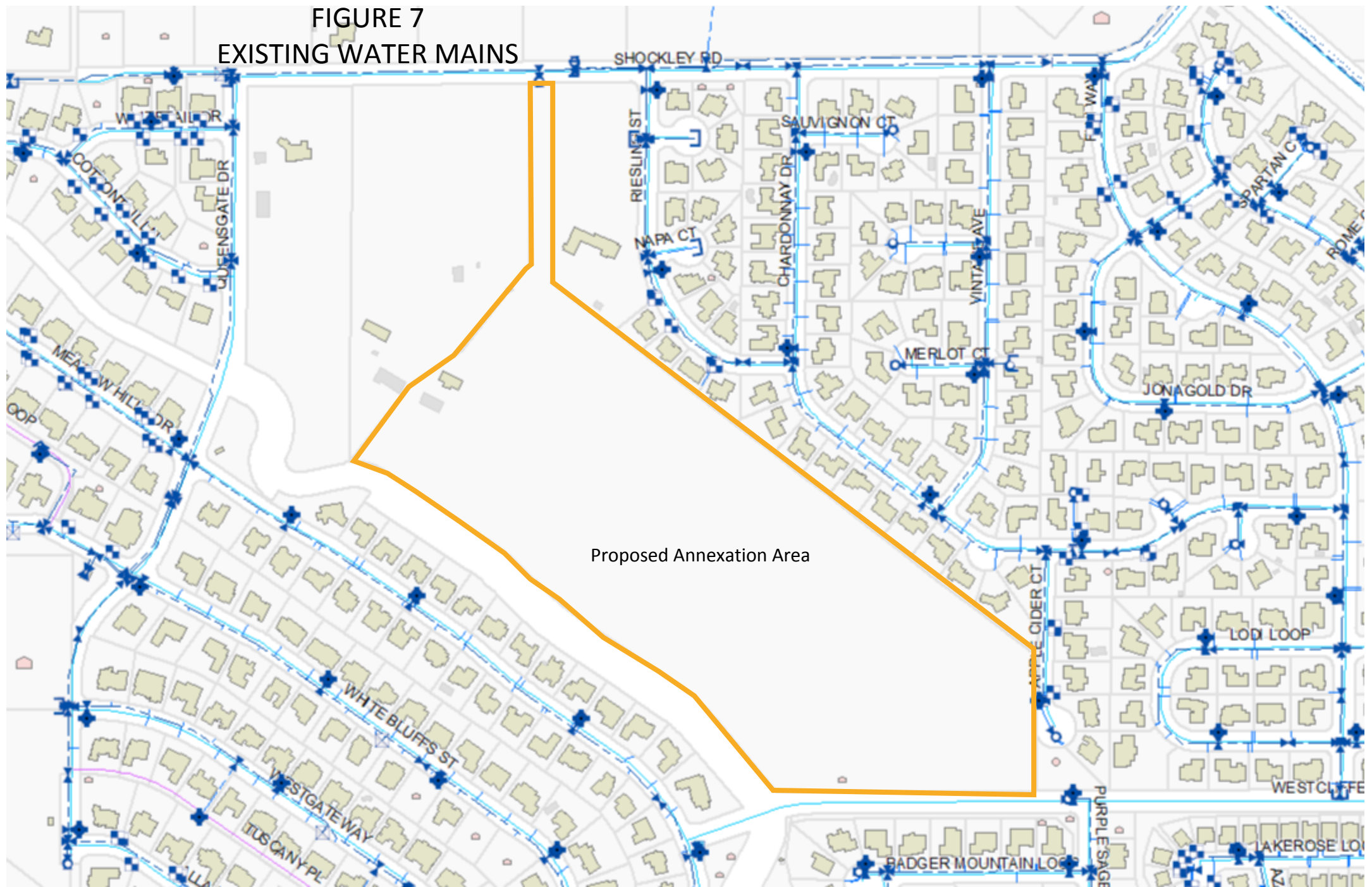


FIGURE 8
EXISTING SEWER MAINS

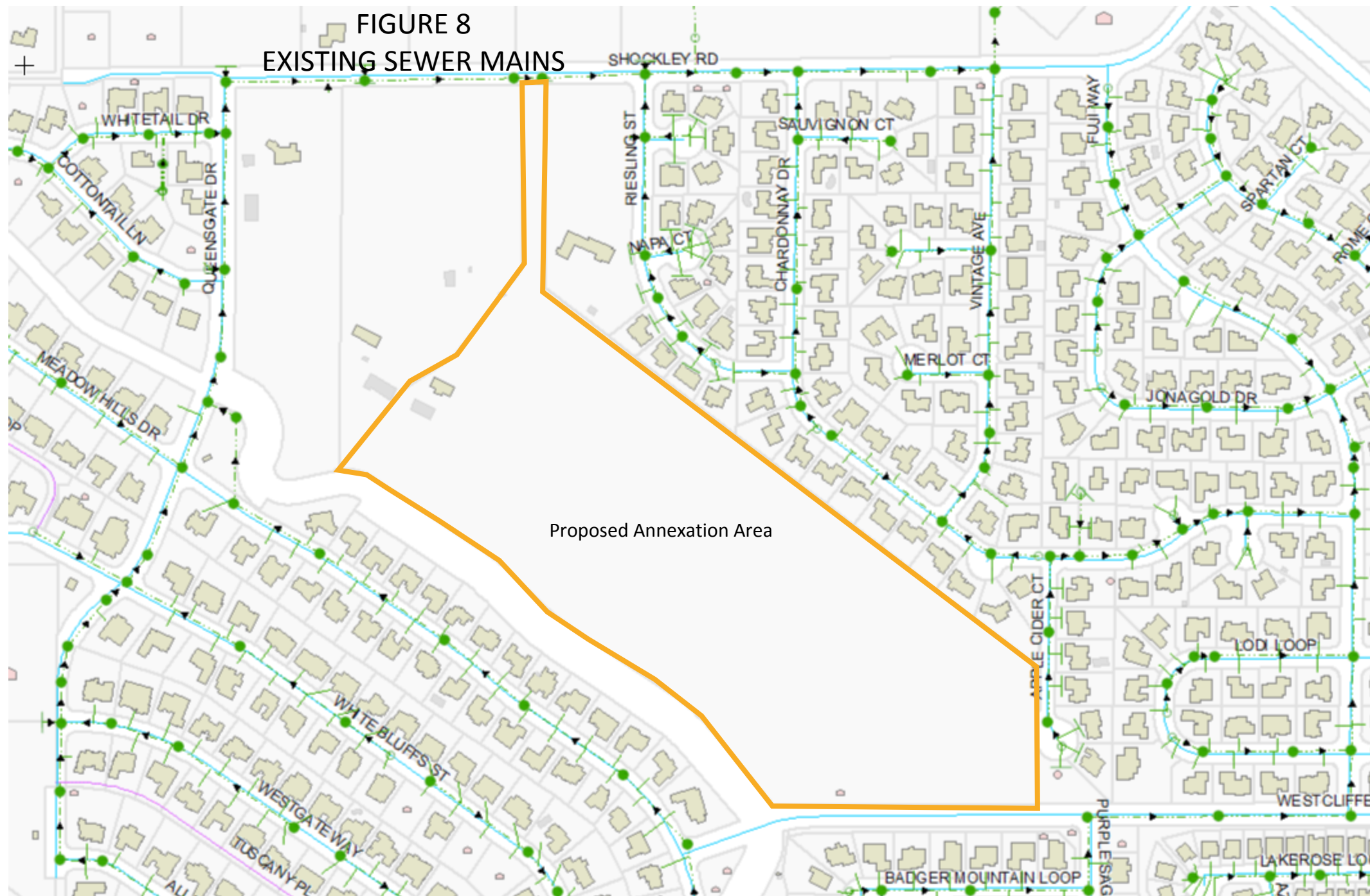
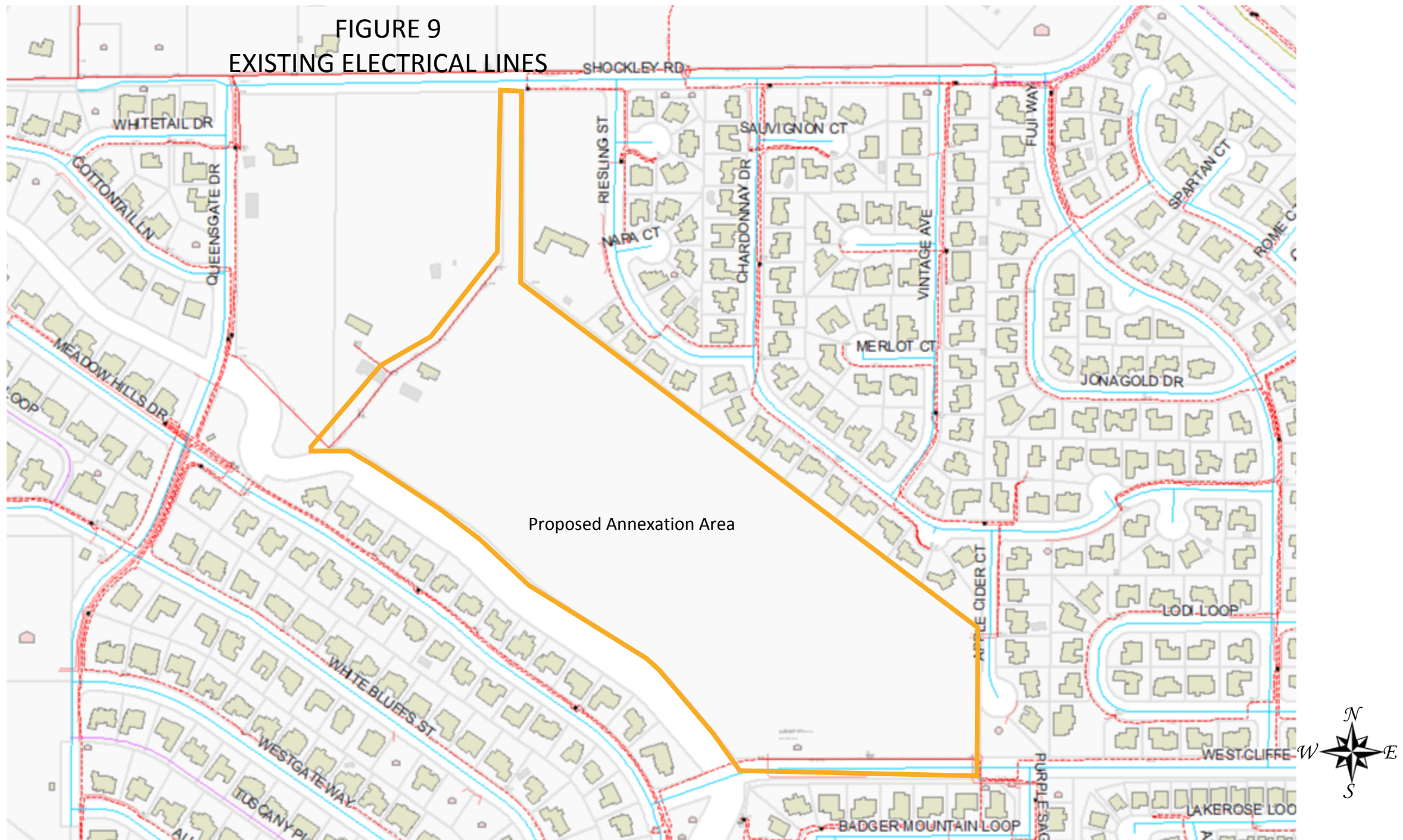


FIGURE 9
EXISTING ELECTRICAL LINES



**FIGURE 10
FIRE SERVICE AREAS**

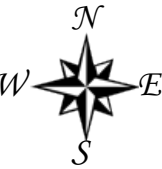
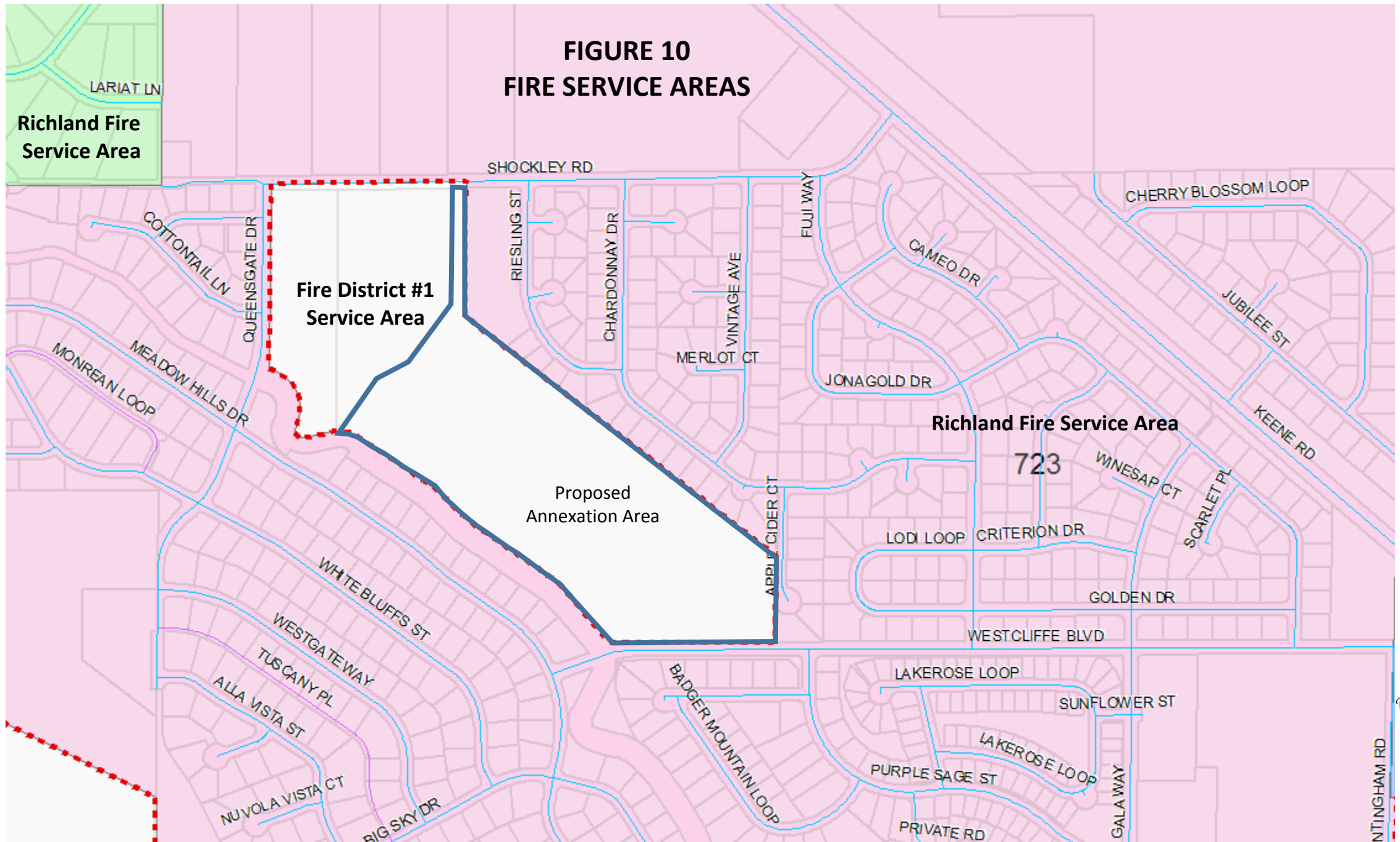
**Richland Fire
Service Area**

**Fire District #1
Service Area**

Proposed
Annexation Area

Richland Fire Service Area

723





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution 157-15, Granting Standing Authority to the City Manager to Sign and Execute Certain Contracts and Agreements

Department:
City Attorney

Ordinance/Resolution Number:
157-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 157-15, granting standing authority to the City Manager to sign and execute certain contracts and agreements.

Summary:

The City of Richland, as a full-service city, is confronted on a daily basis with the need to sign and execute multiple contracts and agreements of varied significance in order to carry out the business of the City. Pursuant to Section 2.07(E) of the Charter of the City of Richland, City Council is the contracting authority for the City of Richland, and possesses the authority to approve or deny the execution of agreements and contracts on behalf of the City. However, given that many agreements executed on a daily basis are simple and narrowly focused on administrative functions of the City (i.e., facility use agreements, rental agreements, volunteer maintenance agreements, etc.), such agreements have historically been handled at the administrative level by the City Manager or designee.

The City's Strategic Leadership Plan identifies "Operational Effectiveness" as a key element, and charges city staff with identifying, refining and improving methods of service delivery through continuous process improvement and performance measures. As part of that ongoing effort to achieve optimum operational effectiveness, and to clearly delineate respective roles and responsibilities, the City Attorney's Office recommends adoption of proposed Resolution 157-15, which is designed to grant standing authority to the City Manager or designee for execution of certain contracts and agreements. If approved, Resolution 157-15 will have the effect of creating a clear path of signing authority and accountability for the execution of agreements falling outside the scope of those identified in the resolution.

Resolution 157-15 is designed to dovetail with staff's proposed changes to RMC 3.04, Richland's Purchasing code, by filling in any remaining "gaps" where signing authority is not readily apparent. At the same time, by the plain language of the resolution, Council's inherent contracting authority is preserved.

Staff recommends approval of Resolution No. 157-15.

Fiscal Impact:

None.

Attachments:

I. RES 157-15

RESOLUTION NO. 157-15

A RESOLUTION of the City of Richland granting standing authority for the City Manager to sign and execute certain contracts and agreements on behalf of the City of Richland.

WHEREAS, the City of Richland is a full-service city with the need to sign and execute multiple contracts and agreements of varied significance in order to carry out the day-to-day business of the City; and

WHEREAS, pursuant to Section 2.07(E) of the Charter of the City of Richland, City Council is the contracting authority for the City of Richland, and possesses the authority to approve or deny the execution of agreements and contracts on behalf of the City, or to delegate such authority to the City Manager; and

WHEREAS, the effective administration of the City is further enhanced by granting standing authority to the City Manager or designee to sign and execute certain contracts and agreements without approval through formal Council action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager or designee shall be vested with standing authority to sign and execute all contracts and agreements, and amendments thereto, on behalf of the City of Richland, with the exception of the following, which shall always be presented to Council for consideration and approval through formal Council action:

1. Collective Bargaining Agreements with the City's established labor groups;
2. Interlocal Agreements formed under RCW 39.34, except as provided under RMC Chapter 3.04 regarding cooperative purchasing agreements;
3. Purchasing contracts requiring Council approval pursuant to RMC Chapter 3.04
4. Sponsorship Agreements valued over \$10,000;
5. Contracts for the purchase and sale of real estate (any property interest);
6. Leases of real property lasting five (5) years or more in duration;
7. Franchise Agreements;
8. Utility Service Area Agreements;
9. Electric Power Purchase Agreements;
10. Applications and Agreements for federal, state or local grant monies;
11. Agreements related to administration of the Tri-Cities HOME Consortium;
12. Settlement Agreements that utilize City funds to resolve pending litigation;
13. Contracts with an express term of five (5) years or more in duration;
14. Agreements with sister cities and sovereign nations;

15. Agreements requiring approval of the legislative body under federal or state law, or by city ordinance or resolution.

Nothing in this Resolution shall be construed to nullify or abrogate City Council's authority to approve or deny an agreement formally presented for Council action, regardless of whether the authority to approve or deny said agreement has been delegated to the City Manager as described herein.

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 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 156-15, Declaring Development and Maintenance of Current Records Index Unduly Burdensome

Department:
City Attorney

Ordinance/Resolution Number:
156-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 156-15, declaring that development and maintenance of a current index of all public records would be unduly burdensome.

Summary:

The Washington State Public Records Act (PRA), Chapter 42.56 RCW, requires all local agencies to maintain and make available for public inspection and copying a current index providing identifying information on specific types of records issued, adopted, or promulgated after January 1, 1973, unless preparation and maintenance of an index would be unduly burdensome.

The magnitude and diversity of various City departments has resulted in the creation and retention of many different computer systems, programs and information-retaining systems that would be extremely difficult, time-consuming and costly to index into a single current index.

Further, the City's overall mission does not allow for reassignment of current staff to focus on creation of an all-inclusive index. All resources are currently utilized to capacity in an effort to meet the City's daily operational expectations. At this time, neither current nor reasonably anticipated future City revenues are considered adequate to allow for the addition of new staff members or the hiring of a consultant who could be assigned to develop and maintain an all-inclusive records index. Considerable additional resources would need to be expended in order to develop such an index, and even if created, the product would quickly become outdated given the City's dynamic environment.

Staff recommends adoption of a resolution declaring that it would be unduly burdensome and would interfere with City operations for the City of Richland to develop and maintain an all-inclusive index of its public records.

Fiscal Impact:

None

Attachments:

I. Resolution 156-15

RESOLUTION NO. 156-15

A RESOLUTION of the City of Richland declaring that development and maintenance of a current index of all public records, as required by RCW 42.56, would be unduly burdensome; and directing that all indexes maintained for internal City use be made available for public inspection and copying unless otherwise determined to be exempt from disclosure.

WHEREAS, the Washington State Public Records Act (PRA), Chapter 42.56 RCW, requires all local agencies to maintain and make available for public inspection and copying a current index providing identifying information on specific types of records issued, adopted, or promulgated after January 1, 1973, unless preparation and maintenance of an index would be unduly burdensome; and

WHEREAS, the City of Richland is a municipal corporation of the State of Washington which provides general municipal and utility services to its residents and others; and

WHEREAS, the magnitude and diversity of City departments has resulted in the creation and retention of many different computer systems, programs and information-retaining systems that would be extremely difficult, time-consuming and costly to index into a single current index; and

WHEREAS, the performance of the City's overall mission does not allow for reassignment of current duties of existing personnel so that an all-inclusive index could be developed and maintained without the addition of staff or contracting with a consultant; and

WHEREAS, neither current nor reasonably-anticipated future City revenues are considered adequate to allow for the addition of new staff members or the hiring of a consultant who could be assigned to develop and maintain an all-inclusive records index; and

WHEREAS, the City has a longstanding and recognized policy of assisting people who request public information and of providing records upon request, and does not plan to deviate from that policy.

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

Section 1. Following review of statutory requirements and careful consideration of resource limitations, it would be unduly burdensome and would interfere with the City operations for the City of Richland to develop and maintain an all-inclusive index of its public records.

Section 2. Each City department shall make available to the public for inspection and copying all indexes maintained for City use unless otherwise determined to be exempt from disclosure.

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 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 158-15, Reappointments to the Lodging Tax Advisory Committee: Douglas Sako and Mark Kerber

Department:
City Attorney

Ordinance/Resolution Number:
158-15

Document Type:
Resolution

Recommended Motion:

Summary:

The term for Position Nos. 1 and 2 on the Lodging Tax Advisory Committee (LTAC) expire on September 30, 2015. LTAC Chair Christensen is recommending the reappointment of Douglas Sako and Mark Kerber to Position Nos. 1 and 2 respectively.

No other applications were received for the vacant positions.

Fiscal Impact:
None.

Attachments:

1. Proposed Resolution
2. Recommendation
3. Applications

RESOLUTION NO. 158-15

A RESOLUTION of the City of Richland confirming the position reappointments of Douglas Sako and Mark Kerber to the Lodging Tax Advisory Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following position reappointments to the Lodging Tax Advisory Committee are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Douglas Sako	1	9/30/17
Mark Kerber	2	9/30/17

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 1st day of September 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Christensen, Terry
Sent: Friday, August 21, 2015 4:16 PM
To: Barham, Debby
Cc: Gus Sako; Herron, Trisha; Ayers, Jackie
Subject: Re: Memo - Summary of LTAC Applications
Attachments: image002.jpg

I am good with the re-appointment of the two applicants.
Terry

Sent from my iPad

On Aug 18, 2015, at 12:32 PM, Barham, Debby <dbarham@CI.RICHLAND.WA.US> wrote:

Good Afternoon,

Attached is a memorandum regarding the upcoming Lodging Tax Advisory Committee vacancies along with the applications submitted by its current members.

Best Regards,



Debby Barham, CMC
Deputy City Clerk
W: 509-942-7388
F: 509-942-7379
www.ci.richland.wa.us

<081815 Memo - Summary of LTAC Applications.pdf>

RECEIVED

AUG 14 2015

Board Commission or Committee Application

RICHLAND CITY CLERK

Select the Board,
Commission or
Committee applying for:

Lodging Tax Advisory Committee

Personal Information

First Name	Mark
Last Name	Kerber
Street Address	4608 Moline Lane
City	Pasco
State	WA
Zip	99301
Length of Residency in the City of Richland	0
Email:	<u>mr.kerber01@gmail.com</u>
Contact Phone:	509-737-8000
Alternate Phone:	509-948-4806
Occupation:	Hotel - General Manager
Education:	Eastern WA University - Accounting Edmond Comm College - AA
Experience Applicable to the City Board, Commission or Committee to which you are applying	Approx 3+ years on the LTAC for city of Richland, 11+ years as GM of the Holiday Inn Express in Richland, 25+ years in the lodging industry serving at various capacities at various locations across Washington.
Are you currently serving on a Board, Commission or Committee	Yes
If yes, which one/s?Ap	LTAC

RECEIVED

APR 24 1977

RICHMOND CITY CLERK

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

If yes, which one/s? LTAC

Are you a City of Richland Employee? 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.

A resume is required to complete the application. Resume - Mark Kerber.docx

Office of the City Clerk

P.O. Box 190, MS-05, 975 George Washington Way, Richland, WA 99352 Phone: (509) 942-7389 Fax: (509) 942-7379

Mark R. Kerber

Residence 4608 Moline Lane Pasco, WA 99301 (509) 948-4806 mark.kerber@amerion.com
Corporate Address 1970 Center Pky Richland, WA 99352 (509) 737-8000 holiday.inn.xpress@amerion.com

EXPERIENCE

General Manager (November 2003 to present)

Holiday Inn Express¹
1970 Center Parkway
Richland, WA 99352

General Manager (May 2003 to September 2003)

Holiday Inn Express²
1433 W. Pine Street
Walla Walla, WA 99362

General Manager (March 2000 to May 2003)

Super 8 Motel³
2315 Eastgate St N
Walla Walla, WA 99362

Director of Sales (February 1998 to March 2000)

Shilo Inn⁴
923 3rd Ave E.
Spokane, WA 99202

Other Hotels/Resorts (1992 to 1998)

Wyndham Garden Hotel Bothell, WA
Residence Inn by Marriott Lynnwood, WA
Best Western (Everett, WA)

Real Estate Broker (1989 to 1996)

MK Real Estate Co.
2200 6th Avenue, Suite 6A
Seattle, WA 98121

¹Owned/Operated by AllPro Inc 1232 Columbia Park Trail Richland, WA 99352 (509) 736-1133

²Hotel Management co., The Hotel Group, Inc 110 James St., #102 Edmonds, WA 98020 (425) 771-1788

³Hotel Management co., Royal Host #103, 808 - 42 Avenue S.E., Calgary, Alberta, T2G 1Y9 (403) 259-9800

⁴Owned/Operated by Shilo Inn Hotels & Resorts - 990 SW Canyon Rd Portland, OR 97225 (503) 297-2551

EDUCATION

AA Edmonds Community College Lynnwood, WA
Accounting Major Eastern Washington University Cheney, WA

PROFESSIONAL MEMBERSHIPS

Greater Spokane Sports Association
Spokane Area Chamber of Commerce
Spokane Downtown Partnership
Spokane Hotel-Motel Association
Tri-City Hotel and Lodging Association
Tri-City Regional Chamber of Commerce
Tridec
Walla Walla Downtown Historical Society
Walla Walla Valley Chamber of Commerce
Walla Walla Valley Lodging Association
Washington State Hotel and Lodging Association

REFERENCES

Brett Nelson, President, All Pro Inc, 509-736-1133
Dave Stapleton, Vice-President, AllPro Inc, 509-736-1133
Fred Schroener, Director of Operations, Hotel Market Solutions, 509-879-4432



APPLICATION FORM

BOARD ~ COMMISSION ~ COMMITTEE

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: Lodging Tax Advisory
NAME: Douglas "Gus" Sako Contact Telephone: 539 8215
ADDRESS: 2638 Harris Alternate Telephone: 946 0077 (Day)
CITY, STATE, ZIP: Richland E-mail: OLDOCTORFUS@HOTMAIL.COM
Arts Commission or Parks & Recreation Commission Applicants Only: → Adult: _____ Youth / Grade: _____
LENGTH OF RESIDENCE IN RICHLAND: 58 yrs
OCCUPATIONAL AND EDUCATIONAL BACKGROUND: Retail

EXPERIENCE RELATED TO THE BOARD/COMMISSION/COMMITTEE, WHICH YOU ARE APPLYING FOR:

ARE YOU CURRENTLY SERVING ON A BOARD, COMMISSION, OR COMMITTEE? IF YES, WHICH:
(An individual is limited to serve on two boards, commissions or committees at the same time)

EDC and Tourism (EDC subcommittee)

HAVE YOU SERVED ON A BOARD, COMMISSION, OR COMMITTEE BEFORE? IF YES, WHICH: EDC,
Lodging Tax, Business License Reserve

ARE YOU CURRENTLY AN EMPLOYEE OF THE CITY OF RICHLAND? ☐ No ☒ Yes (if yes, see exemption below)

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.

A RESUME IS REQUIRED – PLEASE ATTACH IT TO THIS APPLICATION

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 of this appointment.

Date: 8/5/15 Signature: _____

RECEIVED

Return to:

Office of the City Clerk, P.O. Box 190 MS-05, 975 George Washington Way, Richland, WA 99352
Phone: 942-7388 Fax: 942-7379 Email: dbarham@ci.richland.wa.us

RICHLAND CITY CLERK

Douglas "Gus" Sako
2638 Harris
Richland, WA, 99354
509 539 8215

EXPERIENCE

Owner, The Octopus' Garden, Richland, WA — 1976 - Present

Since 1976 The Octopus' Garden has been located in Uptown Richland and sold a variety of goods. I have filled a number of roles there.

Owner, Luna Fish, Richland, WA — 2011 - Present

Luna Fish is a women's boutique in Uptown Richland. I am now able to distinguish a caftan from a kimono 60% of the time.

EDUCATION

The equivalent of a couple of years at the University of Washington so long ago that computers were big machines we "time shared."

SKILLS

I believe I mentioned the caftan kimono thing.

OTHER

I was born and raised in Richland. As a teen my greatest desire was to leave. As time moved on I came to appreciate both the positive qualities of the community and the potential for what it could be. Over the years I have spent some time with various non-profits and have a fair understanding of their strengths, needs and shortcomings. I have also had some dealings with business and understand the drive for profits and return on investment. I also have a strong self interest in increasing tourist travel to Richland.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from August 10, 2015 - August 21, 2015 for \$4,673,651.43 including Check Nos. 225788-226258, Wire Nos. 5968-5971, Payroll Check Nos. 100093-100107, and Payroll Wire/ACH Nos. 9089-9108

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from August 10, 2015, to August 21, 2015 in the amount of \$4,673,651.43.

Summary:

Breakdown of Expenditures:

Check Nos.	225788-226258	2,227,682.75
Wire Nos.	5968-5971	306,632.27
Payroll Check Nos.	100093-100107	25,932.96
Payroll Wires/ACH	9089-9108	2,113,403.45
TOTAL		\$4,673,651.43

Fiscal Impact:

Yes

Total Disbursements: \$4,673,651.43.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
AUGUST 10, 2015 - AUGUST 21, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 5968 to 5971		
Conover	Section 125	2,276.58
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	<u>304,355.69</u>
	Total Claim Wire Transfers	\$ 306,632.27
Payroll Wires & Direct Deposits (ACH) - Wire No. 9089 to 9108		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	<u>\$ 2,113,403.45</u>
Total Claim & Payroll Wires/ACH		<u><u>\$ 2,420,035.72</u></u>

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



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
ALLEY, KANDYCE RALENE		070815	225790	BUSINESS LICENSE REIMBURSEMENT	\$40.00
BEN FRANKLIN TRANSIT		2015290	225842	DIAL A RIDE TICKETS JULY	\$24.00
BENTON COUNTY TREASURER		0715BC	226098	CRIME VICTIMS COMP BCDC-JUL'15	\$1,035.96
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		JUNE 2015	226101	HELPING HANDS 2ND QTR 2015	\$1,589.88
CITY OF RICHLAND		080415	225993	CAHSIER SHORTAGE - GRIMES	\$120.85
HUESITOS LLC		WISHKAH DRIVE	225890	REFUND GRADING PERMITS	\$25.20
				REFUND GRADING PERMITS	\$131.60
RECWARE REFUND		062315	226250	REFUND-CANCELLED RENTAL	\$251.75
		071415	225859	REFUND DAMAGE DEPOSIT	\$425.00
				REFUND DAMAGE DEPOSIT	\$150.00
			225914	REFUND DAMAGE DEPOSIT	\$425.00
				REFUND DAMAGE DEPOSIT	\$150.00
		071615	225889	REFUND-CANCELLED RENTAL	\$80.00
		071715	225931	REFUND-CANCELLED RENTAL	\$41.00
		072315	225831	REFUND DAMAGE DEPOSIT	\$425.00
				REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$100.00
			225893	REFUND DAMAGE DEPOSIT	\$100.00
				REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$425.00
			225946	REFUND DAMAGE DEPOSIT	\$100.00
				REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$425.00
			225966	REFUND DAMAGE DEPOSIT	\$100.00
				REFUND DAMAGE DEPOSIT	\$425.00
				REFUND DAMAGE DEPOSIT	\$200.00
		072415	225917	REFUND DAMAGE DEPOSIT	\$425.00
				REFUND	\$66.00
			226258	REFUND DAMAGE DEPOSIT	\$425.00
				REFUND	\$66.00
		072715	225932	REFUND COURSE FEE	\$227.50
		080315	225864	REFUND DAMAGE DEPOSIT	\$200.00
			225886	REFUND DAMAGE DEPOSIT	\$200.00
			225950	REFUND DAMAGE DEPOSIT	\$200.00
			225958	REFUND DAMAGE DEPOSIT	\$200.00
SMITH, MICHELLE RENEE		REFUND LIBRARY	225821	REFUND MATERIAL RETURNED	\$11.99
WASHINGTON STATE TREASURER		0715WS	226232	FINES & FORFEITURES BC-JUL'15	\$48,737.33



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WEBCHECK INC		5224	226237	WEBCHECK SRVCS JULY 2015	\$1,290.17
UNASSIGNED TOTAL ****					\$59,439.23
Division:	001	CITY COUNCIL			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$41.85
				287243288881 6/27-7/26/15	\$16.85
				287243288881 6/27-7/26/15	\$28.11
PARADISE BOTTLED WATER CO		7/15-CITYATTORNEY	226184	BOTTLED WATER - JULY 2015	\$17.64
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$27.16
ROSE, DAVE		15-294 ROSE	226056	ECA MTG/LOS ALAMOS/ROSE	\$594.83
THOMPSON, ROBERT		15-212 THOMPSON	226071	ECA PEER EX/AIKEN/THOMPSON	\$553.24
		15-293 THOMPSON		ECA MTG/LOS ALAMOS/THOMPSON	\$1,840.50
VERIZON WIRELESS		9749241633	226079	COUNCIL IPADS ACCESS	\$254.40
CITY COUNCIL TOTAL ****					\$3,374.58
Division:	100	CITY MANAGER			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$28.11
CITY OF PASCO		M072215	225991	STUDY COOP ANIMAL FACILITY	\$913.20
		M072315		STUDY COOP ANIMAL FACILITY	\$2,107.42
		M080315		STUDY COOP ANIMAL FACILITY	\$3,213.56
FETROW, KIM		955	226009	STUDY COOP ANIMAL FACILITY	\$425.00
				WEBSITE DIGITAL PHOTOS	\$237.60
				WEBSITE DIGITAL PHOTOS	\$1,500.00
JOHNSON, CINDY		072715	225809	STAFF MTG CIP&TRAINING-CJ/CK	\$32.58
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$1.20
CITY MANAGER TOTAL ****					\$8,458.67
Division:	101	CITY CLERK			
PARADISE BOTTLED WATER CO		7/15-CITYATTORNEY	226184	BOTTLED WATER - JULY 2015	\$4.42
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$43.77
CITY CLERK TOTAL ****					\$48.19
Division:	102	CITY ATTORNEY			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$28.11
BENTON COUNTY DISTRICT COURT		C03483890	225982	DDD APPEAL - FILING FEE	\$83.00
BENTON COUNTY TREASURER		JULY 2015	226099	DISTRICT COURT/OPD COSTS JULY	\$72,734.98
KENYON DISEND PLLC		183144	226166	NEW CINGULAR WIRELESS	\$237.26
		183145		FRONTIER COMM V COR	\$3,647.35
		183146		BROKERED NATURAL GAS TAX	\$2,755.46
		183147		CODE ENFORCEMENT	\$600.85
KINTZLEY, HEATHER		15-300 KINTZLEY	225812	SEATTLE-LITIGATION MEDIATION	\$71.00
MENKE JACKSON LAW FIRM		7/2015-065	226174	GENERAL (CITY ATTY)	\$4,551.60
PARADISE BOTTLED WATER CO		7/15-CITYATTORNEY	226184	BOTTLED WATER - JULY 2015	\$4.42
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$35.94



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY ATTORNEY TOTAL ****					\$84,749.97
Division:	110	ASSISTANT CITY MANAGER			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$28.11
PARADISE BOTTLED WATER CO		7/15-CITYATTORNEY	226184	BOTTLED WATER - JULY 2015	\$4.42
ASSISTANT CITY MANAGER TOTAL ****					\$32.53
Division:	111	COMMUNICATIONS & MARKETING			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$62.45
LEAF FUNDING INC DBA		5850505	226030	OCE COPIER LEASE_7-22-15	\$82.34
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$1.69
				14823173 POSTAGE 7/1-7/31/15	\$0.49
SIGHT & SOUND SERVICES		7707	226061	AUDIO SRVCS FS OPENING	\$250.00
COMMUNICATIONS & MARKETING TOTAL ****					\$396.97
Division:	112	CABLE COMMUNICATIONS			
B & H PHOTO VIDEO PRO-AUDIO	P055261	97806687	225791	Pro Gaffer's Tape - 2.0" x 55	\$199.50
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$3.54
THE BUSKE GROUP		13909	225824	CABLE FRANCHISE CONSULTING	\$6,270.00
CABLE COMMUNICATIONS TOTAL ****					\$6,473.04
Division:	113	HANFORD COMMUNITIES			
PARADISE BOTTLED WATER CO		7/15-CITYATTORNEY	226184	BOTTLED WATER - JULY 2015	\$2.21
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$6.87
HANFORD COMMUNITIES TOTAL ****					\$9.08
Division:	120	FIRE			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$28.11
BATES TECHNICAL COLLEGE		67038	225839	ISO CLASS/FFII PRACTICAL EXAM	\$666.00
BENTON COUNTY FIRE DIST 1		2015-21	225844	REHAB FOR RSF	\$106.00
		2015-24		ERS CAD MAINT FEES 8/15-7/16	\$625.00
CHARTER COMMUNICATIONS		6/15-11253 SUB B	225799	PERRY MONUMENT RD RENT-JULY	\$716.44
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$6,757.96
FEDERAL EXPRESS CORP		5-055-66645	226143	SHIP SCBA PARTS	\$4.53
FIANDER & ASSOCIATES LLC DBA		150612-2	225874	TREADMILL DX - STA 71	\$54.30
FRONTIER		6/15-206-188-0334	226010	VHF PHONE LINE 6/19-7/18/15	\$422.86
		6/15-253-004-5365	225803	SILVER CLOUD PHONE LINE	\$66.64
JT AUTOMOTIVE PARTS INC DBA		337574	226161	LIFT SUPPORT	\$59.71
		339756	225896	RUNNING LIGHTS/JUMPER CABLES	\$28.66
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$19.09
POCKETINET COMMUNICATIONS INC		90985	225817	STATION INTERNET FEES-JULY	\$140.25
SPRINT		891160522-136	225822	RFD CELL PHONES 5/18-6/17/15	\$109.26
STEEBER'S LOCK SERVICE		903995	226206	DUPLICATE KEYS/KEY CLIP	\$17.32
US CELLULAR		2015062490	225828	VHF TOWER FEES	\$270.40
FIRE TOTAL ****					\$10,092.53



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 130 POLICE					
AMERICAN MESSAGING SERVICES LLC		W4100724PH	225978	PAGER RENTAL AUG 2015	\$105.22
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$63.53
				287243288881 6/27-7/26/15	\$24.86
				287243288881 6/27-7/26/15	\$12.62
				287243288881 6/27-7/26/15	\$14.68
				287243288881 6/27-7/26/15	\$89.03
				287243288881 6/27-7/26/15	\$18.81
				287243288881 6/27-7/26/15	\$28.11
				287243288881 6/27-7/26/15	\$28.98
				287243288881 6/27-7/26/15	\$31.34
				287243288881 6/27-7/26/15	\$36.29
				287243288881 6/27-7/26/15	\$46.45
				287243288881 6/27-7/26/15	\$62.45
				287243288881 6/27-7/26/15	\$18.54
				287243288881 6/27-7/26/15	\$50.40
				287243288881 6/27-7/26/15	\$232.21
				287243288881 6/27-7/26/15	\$97.69
				287243288881 6/27-7/26/15	\$97.22
				287243288881 6/27-7/26/15	\$64.92
				287243288881 6/27-7/26/15	\$63.43
				287243288881 6/27-7/26/15	\$60.93
BLUMENTHAL UNIFORM CO	P055460	147633	225848	UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P055460			#74326-750 PANT MENS CARGO PDU	\$54.29
	P055460			SEW EMBLEM EACH SLEEVE	\$4.34
	P055505	150534	226105	SHIPPING	\$13.58
	P055505			ADJUST FOR TAX	(\$0.01)
	P055505	150534-01		8131-1-04 SHIRT POLO SS BICOMP	\$44.47
	P055516	151560		#74326-750 PANT MENS CARGO PDU	\$54.29
	P055516			SHIPPING	\$11.95
CHARTER COMMUNICATIONS		08/15-0309703POL	225989	RPD INTERNT SRVCS 7/29-8/28/15	\$60.37
CITY OF RICHLAND		15-237 MILLER	225994	WSTOA COURSE/VANCOUVER/MILLER	\$1,077.25
		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$3,532.33
FAST SIGNS		139-51520	226007	VINYL LETTERING VEH 1103	\$87.55
FRONTIER	S016489	8/15-253-003-5792	226147	TELEPHONE CHARGE 8/7/15 - 9/6/	\$636.63
GRAINGER	S016471	9806402567	226150	BATTERY ITEM #2HYL1	\$16.30
GUNARAMA WHOLESALE INC	P055518	829479	226152	GLOCK 13 ROUND MAGAZINE, M21,	\$455.03
	P055518			FREIGHT CHARGE	\$27.15
LARSEN GUNSMITHING & FIREARMS	P055545	8415	226168	SUREFIRE SF123 (300) BATTERIES	\$570.15
	P055545	8425		TRANSPORT HOODS PART #8320-0-2	\$41.27
LEE, CHRISTOPHER		15-343 LEE	226031	BLEA GRADUATION/SEATTLE/LEE	\$55.50



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MORRELL, AMANDA		15-327 MORRELL	225814	REIMB MILEAGE-BASIC ACADEMY	\$243.80
		15-344 MORRELL	226039	BLEA TEST/SEATTLE/MORRELL	\$33.00
NET TRANSCRIPTS INC		0003449-IN	226043	TRANSCRIPTION SRVS - JUNE	\$296.51
OXARC INC		R357093	226183	OXYGEN CYLINDER RENTAL	\$8.00
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$20.73
				14823173 POSTAGE 7/1-7/31/15	\$407.31
RECALL SECURE DESTRUCTION SERVICES INC		7346022976	226193	SHREDDING SRVCS JULY	\$149.65
		7346058048	225818	SHREDDING SRVCS-JUNE	\$136.06
RIVER CITY TOWING INC		14089	225819	TOW CHARGE	\$48.87
		14094		TOW CHARGE	\$48.87
		14155		TOW CHARGE	\$48.87
		14166	225933	TOW CHARGE	\$48.87
SKINNER, CHRIS		15-326 SKINNER	225820	15-326 SEATTLE BLEA GRADUATION	\$20.00
		15-335 SKINNER	226062	BLEA GRADUATION/SEATTLE/SKINNE	\$68.00
TASER INTERNATIONAL	P055519	SI1407135	226211	#26700 DPM BATTERY PACK ASSEMB	\$39.96
	P055519			ESTIMATED SHIPPING	\$14.07
TAYLOR, JEFFERY M		15-346 TAYLOR	226069	BLEA GRADUATION/SEATTLE/TAYLOR	\$20.00
TIM BUSH MOTOR COMPANY DBA		1439	226216	RPD VEHICLE WASHES - JULY	\$540.75
TRANS UNION RISK & ALTERNATIVE DATA		7/15-204527	226075	RPD RECORDS SEARCH - JULY	\$110.00
WASHINGTON STATE UNIVERSITY		CAREER FAIR 2015	226233	CAREER FAIR - HARRISON	\$75.00
POLICE TOTAL ****					\$10,455.24
Division:	210	ADMINISTRATIVE SERVICES			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$31.86
PARADISE BOTTLED WATER CO		7/15-ADMIN SRVCS	226184	BOTTLED WATER	\$9.78
THE MEJORANDO GROUP	S016356	42-2015	226213	CONSULTANT FOR EXECUTIVE COACH	\$16,082.83
ADMINISTRATIVE SERVICES TOTAL ****					\$16,124.47
Division:	211	FINANCE			
ALLEN, BRANDON		15-290 ALLEN	226091	GFOA ACADEMY/CHICAGO/ALLEN	\$1,360.80
COLLECTORSOLUTIONS INC		2015099	226120	MERCHANT SRVC CHRGS JULY'15	\$28,906.98
GARDA CL NORTHWEST INC		10121515	226148	ARMORED CAR SRVCS JULY 2015	\$409.09
		20096211		EXCESS LIABILITY JULY 2015	\$833.76
PARADISE BOTTLED WATER CO		7/15-ADMIN SRVCS	226184	BOTTLED WATER	\$45.87
				BOTTLED WATER	\$19.55
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$850.27
				14823173 POSTAGE 7/1-7/31/15	\$3,684.92
POSTMASTER		PERMIT 153-8/19	226254	POSTAGE 7/22-8/18/15	\$9,428.90
REDSSON LTD		190813	226194	PORTAL SERVICE LOCATES-JULY	\$258.00
RETAIL LOCKBOX INC		1507 4812	226197	UB PYMT PROCESSING JULY'15	\$2,379.76
FINANCE TOTAL ****					\$48,177.90
Division:	212	PURCHASING			



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$14.82
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$792.05
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$0.97
PURCHASING TOTAL ****					\$807.84
Division:	213	INFORMATION TECHNOLOGY			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$62.45
CASELLE INC	P054763	67103	226108	ANIMAL LICENSE FEE PAID MONTHL	\$169.33
ICON ENTERPRISES DBA	P055579	154442	226156	PRORATED ANNUAL FEE FOR HOSTIN	\$7,776.15
	P055528	155356		Richland Intranet Annual Fee	\$2,067.85
MICROSOFT CORPORATION	P055525	PRO0035064	226175	Surface Pro3 i7 512GB 8GB RAM	\$1,919.05
	P055525			SURFACE PRO 3 DOCKING STATION	\$175.04
	P055525			SP3 TYPE COVER 3 BLACK	\$113.77
MID COLUMBIA ENGINEERING INC	P054872	ST007679	225918	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
	P054872	ST007696		RICH AUSTILL, AS400 MNTNC SERV	\$143.00
UNISYS CORPORATION	P055596	762665	226225	EOM DEPARTMENT EDITION ANNUAL	\$763.41
VERIZON WIRELESS	P054888	9749231777	226079	WIRELESS CHARGES FOR DATA FOR	\$80.02
XEROX CORPORATION		079857232	226085	W7855PT BASE CHR/PRINTS-MAY	\$88.14
ZAYO GROUP HOLDINGS INC DBA	P054925	8/2015-008113	226245	INTERNET FEES ANNUAL COST	\$757.31
INFORMATION TECHNOLOGY TOTAL ****					\$14,258.52
Division:	220	HUMAN RESOURCES			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$41.85
HARRINGTON'S TROPHIES		74447	225805	P3756-RETIREMENT PLAQUE(TOWNE)	\$69.50
MOON, TAE-IM PHD		072215	226178	PSYCH EVALUATION	\$800.00
		072415		PSYCH EVALUATION	\$800.00
		072915		PSYCH EVALUATION	\$800.00
PARKER, RACHELL		072015	226187	PARKER-BROKER RFP-LUNCH	\$16.29
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$2.17
SOCIETY FOR HUMAN RESOURCE MANAGEMENT		9006233458	226205	SHRM MEMBER DUES - JUBB	\$190.00
TALENT WISE INC		93189880	226210	BACKGROUND CHECKS-JULY	\$10.86
TRANS UNION LLC		07550735	226222	CREDIT REPORT - JULY	\$16.25
TROUTMAN-CURTISS, TRACY		2015 TUITION	226224	TROUTMAN-2015 TUITION	\$2,000.00
WORLD AT WORK		4081250	226244	WAW DUES - JUBB	\$245.00
HUMAN RESOURCES TOTAL ****					\$4,991.92
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$98.42
PARADISE BOTTLED WATER CO		7/15-CITYATTORNEY	226184	BOTTLED WATER - JULY 2015	\$4.42
VERIZON WIRELESS		9749262949	226257	MOBILE BROADBAND 6/26-7/19	\$72.02
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$174.86
Division:	301	DEVELOPMENT SERVICES			



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$33.34
				287243288881 6/27-7/26/15	\$31.34
				287243288881 6/27-7/26/15	\$62.45
MID COLUMBIA ENGINEERING INC	P055297	ST007686	225918	JOSEPH MINNICK, BLDG INSPECTOR	\$1,568.00
	P055297	ST007703		JOSEPH MINNICK, BLDG INSPECTOR	\$1,568.00
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$74.09
				14823173 POSTAGE 7/1-7/31/15	\$24.10
VERIZON WIRELESS		9749241632	225963	BLDG INPECTOR LAPTOPS	\$200.05
WATER SOLUTIONS INC	P054903	11503	226236	DCS (703) BDLG WATER UNIT RENT	\$39.63
	P054903			DCS (703) BDLG WATER UNIT RENT	\$16.29
DEVELOPMENT SERVICES TOTAL ****					\$3,617.29
Division:	302	REDEVELOPMENT			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$62.45
REDEVELOPMENT TOTAL ****					\$62.45
Division:	303	LIBRARY			
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$5,483.37
FRONTIER	S016489	8/15-509-943-3152	226147	TELEPHONE CHARGE 8/4/15 - 9/3/	\$367.63
MORNINGSTAR INC		11791475/2015	225922	DATABASES-ONLINE 9/2015-9/2016	\$1,152.00
OCLC INC		0000402901	226182	CATALOGING SRVCS - JUNE	\$916.01
		0000409951		CATALOGING SRVCS - JULY	\$971.69
PACIFIC NW LIBRARY ASSN		PNLA LEADS 2015	226048	PNLA INSTITUTE - HOFFMAN	\$500.00
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$408.49
ROSEBERRY, ANN		15-306 ROSEBERRY	226057	ECA MTG/LOS ALAMOS/ROSEBERRY	\$195.50
WASHINGTON STATE PATROL		I16000581	226231	VOLUNTEER BACKGROUND CHECKS	\$70.00
LIBRARY TOTAL ****					\$10,064.69
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$25.94
				287243288881 6/27-7/26/15	\$28.11
				287243288881 6/27-7/26/15	\$35.11
				287243288881 6/27-7/26/15	\$42.10
				287243288881 6/27-7/26/15	\$42.33
				287243288881 6/27-7/26/15	\$42.81
				287243288881 6/27-7/26/15	\$43.04
				287243288881 6/27-7/26/15	\$62.45
				287243288881 6/27-7/26/15	\$22.72
PARKS & RECREATION ADMIN TOTAL ****					\$344.61
Division:	331	PARKS & REC - RECREATION			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$12.62
BROWN, JUSTIN		15-024	225986	WRPA CONF/PARKING/BROWN	\$28.10
CAMARENA, DANA		JULY 2015	225849	SALSA INSTRUCTOR JULY	\$627.55



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		15-024 BROWN	225994	WRPA CONF/TACOMA/BROWN	\$319.00
		15-026 GARCIA		WRPA CONF/TACOMA/GARCIA	\$91.00
FOSTER, CATHY I		JULY 2015	225875	FOOT CARE CLASSES-JULY	\$552.00
MASON, PATTI L			225913	FITNESS CLASSES-JULY	\$634.13
MILLER, JO ANN			225919	DANCE INSTRUCTOR-JULY	\$529.68
OXARC INC		R356825	226183	HELIUM TANK RENTAL	\$8.00
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$25.73
RICHLAND ACE HARDWARE		46993	226054	DUCT TAPE	\$7.59
		47238		SCREW DRIVER SET	\$10.85
STRAND, LAUREL		15-342 STRAND	225823	SEATTLE SPECIAL EVNT PLCY MTG	\$317.10
TREASURE VALLEY COFFEE CO		103479	225826	COFFEE FOR RCC	\$102.67
		103526		COFFEE FOR RCC	\$124.00
		103694	225957	COFFEE FOR RCC	\$102.67
TRI CITY YOUTH CHOIR		JULY 2015	225960	YOUTH CHOIR CAMP-JULY 2015	\$1,869.84
XEROX CORPORATION		080343396	225830	W7855 BASE CHRГ/PRINTS-JUNE	\$231.62
				W7855 BASE CHRГ/PRINTS-JUNE	\$179.93
ZAYO GROUP HOLDINGS INC DBA	P054925	8/2015-008113	226245	INTERNET FEES ANNUAL COST	\$102.13
PARKS & REC - RECREATION TOTAL ****					\$5,876.21
Division:	335	PARKS & REC - PARKS&FACILITIES			
A COMPLETE JANITORIAL SUPPLY		71225	226088	STAINLESS CLEANER	\$146.48
AIREFCO INC		3453871	226090	PRESSURE CONTROL SWITCHES	\$183.82
AQUATIC SPECIALTY SERVICES INC	S016429	9180	225836	PULSAR CHLORINE BRIQUETTES, 10	\$4,013.86
	S016429			FREIGHT	\$38.01
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$62.45
				287243288881 6/27-7/26/15	\$62.45
				287243288881 6/27-7/26/15	\$31.34
				287243288881 6/27-7/26/15	\$26.78
				287243288881 6/27-7/26/15	\$18.54
BASELINE INC		2015-2946	225838	CELL MODEM DATA SERVICE	\$399.00
BEAVER BARK & ROCK		697595	225840	SOIL	\$43.40
		698341	226097	SOIL	\$39.05
		698362		SOIL	\$39.05
		698715		SOIL	\$39.05
		698727		SOIL	\$39.05
		699794		SOIL	\$234.32
BEDROCK SPECIALTY STONE PRODUCTS		47095	225841	BLACK BASALT ROCK	\$54.30
CENTRAL HOSE & FITTINGS INC		416773	226109	GARDEN HOSE/FITTINGS	\$92.03
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$779.30
				CITY UTILITY BILLS/JULY 2015	\$624.75
				CITY UTILITY BILLS/JULY 2015	\$643.10
				CITY UTILITY BILLS/JULY 2015	\$685.95



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$690.10
				CITY UTILITY BILLS/JULY 2015	\$691.05
				CITY UTILITY BILLS/JULY 2015	\$610.53
				CITY UTILITY BILLS/JULY 2015	\$742.55
				CITY UTILITY BILLS/JULY 2015	\$539.75
				CITY UTILITY BILLS/JULY 2015	\$809.45
				CITY UTILITY BILLS/JULY 2015	\$818.58
				CITY UTILITY BILLS/JULY 2015	\$938.79
				CITY UTILITY BILLS/JULY 2015	\$948.59
				CITY UTILITY BILLS/JULY 2015	\$741.22
				CITY UTILITY BILLS/JULY 2015	\$997.75
				CITY UTILITY BILLS/JULY 2015	\$13,557.75
				CITY UTILITY BILLS/JULY 2015	\$273.35
				CITY UTILITY BILLS/JULY 2015	\$284.18
				CITY UTILITY BILLS/JULY 2015	\$249.10
				CITY UTILITY BILLS/JULY 2015	\$291.55
				CITY UTILITY BILLS/JULY 2015	\$295.14
				CITY UTILITY BILLS/JULY 2015	\$301.94
				CITY UTILITY BILLS/JULY 2015	\$574.60
				CITY UTILITY BILLS/JULY 2015	\$321.30
				CITY UTILITY BILLS/JULY 2015	\$582.77
				CITY UTILITY BILLS/JULY 2015	\$328.18
				CITY UTILITY BILLS/JULY 2015	\$381.00
				CITY UTILITY BILLS/JULY 2015	\$385.15
				CITY UTILITY BILLS/JULY 2015	\$494.25
				CITY UTILITY BILLS/JULY 2015	\$265.60
				CITY UTILITY BILLS/JULY 2015	\$573.34
				CITY UTILITY BILLS/JULY 2015	\$347.98
				CITY UTILITY BILLS/JULY 2015	\$303.53
				CITY UTILITY BILLS/JULY 2015	\$2,547.05
				CITY UTILITY BILLS/JULY 2015	\$5,875.50
				CITY UTILITY BILLS/JULY 2015	\$1,805.95
				CITY UTILITY BILLS/JULY 2015	\$1,931.40
				CITY UTILITY BILLS/JULY 2015	\$1,972.61
				CITY UTILITY BILLS/JULY 2015	\$1,990.40
				CITY UTILITY BILLS/JULY 2015	\$2,053.45
				CITY UTILITY BILLS/JULY 2015	\$2,095.50
				CITY UTILITY BILLS/JULY 2015	\$1,676.89
				CITY UTILITY BILLS/JULY 2015	\$2,125.90
				CITY UTILITY BILLS/JULY 2015	\$1,577.87
				CITY UTILITY BILLS/JULY 2015	\$2,860.89



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$2,997.36
				CITY UTILITY BILLS/JULY 2015	\$4,168.26
				CITY UTILITY BILLS/JULY 2015	\$5,371.70
				CITY UTILITY BILLS/JULY 2015	\$248.10
				CITY UTILITY BILLS/JULY 2015	\$10,803.75
				CITY UTILITY BILLS/JULY 2015	\$3,333.30
				CITY UTILITY BILLS/JULY 2015	\$2,098.05
				CITY UTILITY BILLS/JULY 2015	\$1,271.49
				CITY UTILITY BILLS/JULY 2015	\$1,037.00
				CITY UTILITY BILLS/JULY 2015	\$1,046.45
				CITY UTILITY BILLS/JULY 2015	\$1,050.73
				CITY UTILITY BILLS/JULY 2015	\$1,076.97
				CITY UTILITY BILLS/JULY 2015	\$1,092.25
				CITY UTILITY BILLS/JULY 2015	\$1,140.28
				CITY UTILITY BILLS/JULY 2015	\$1,167.90
				CITY UTILITY BILLS/JULY 2015	\$1,749.85
				CITY UTILITY BILLS/JULY 2015	\$1,194.25
				CITY UTILITY BILLS/JULY 2015	\$1,023.20
				CITY UTILITY BILLS/JULY 2015	\$1,309.50
				CITY UTILITY BILLS/JULY 2015	\$1,397.42
				CITY UTILITY BILLS/JULY 2015	\$1,447.75
				CITY UTILITY BILLS/JULY 2015	\$1,449.25
				CITY UTILITY BILLS/JULY 2015	\$1,469.80
				CITY UTILITY BILLS/JULY 2015	\$1,512.90
				CITY UTILITY BILLS/JULY 2015	\$1,568.75
				CITY UTILITY BILLS/JULY 2015	\$1,190.76
				CITY UTILITY BILLS/JULY 2015	\$49.79
				CITY UTILITY BILLS/JULY 2015	\$89.63
				CITY UTILITY BILLS/JULY 2015	\$32.35
				CITY UTILITY BILLS/JULY 2015	\$35.45
				CITY UTILITY BILLS/JULY 2015	\$36.42
				CITY UTILITY BILLS/JULY 2015	\$37.51
				CITY UTILITY BILLS/JULY 2015	\$38.30
				CITY UTILITY BILLS/JULY 2015	\$41.44
				CITY UTILITY BILLS/JULY 2015	\$45.99
				CITY UTILITY BILLS/JULY 2015	\$48.03
				CITY UTILITY BILLS/JULY 2015	\$29.80
				CITY UTILITY BILLS/JULY 2015	\$49.35
				CITY UTILITY BILLS/JULY 2015	\$28.65
				CITY UTILITY BILLS/JULY 2015	\$52.45
				CITY UTILITY BILLS/JULY 2015	\$53.58



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$62.91
				CITY UTILITY BILLS/JULY 2015	\$70.74
				CITY UTILITY BILLS/JULY 2015	\$77.39
				CITY UTILITY BILLS/JULY 2015	\$78.25
				CITY UTILITY BILLS/JULY 2015	\$83.34
				CITY UTILITY BILLS/JULY 2015	\$85.72
				CITY UTILITY BILLS/JULY 2015	\$85.84
				CITY UTILITY BILLS/JULY 2015	\$88.22
				CITY UTILITY BILLS/JULY 2015	\$48.48
				CITY UTILITY BILLS/JULY 2015	\$21.84
				CITY UTILITY BILLS/JULY 2015	\$441.66
				CITY UTILITY BILLS/JULY 2015	\$425.09
				CITY UTILITY BILLS/JULY 2015	\$420.94
				CITY UTILITY BILLS/JULY 2015	\$419.32
				CITY UTILITY BILLS/JULY 2015	\$393.55
				CITY UTILITY BILLS/JULY 2015	(\$20.55)
				CITY UTILITY BILLS/JULY 2015	\$0.73
				CITY UTILITY BILLS/JULY 2015	\$6.99
				CITY UTILITY BILLS/JULY 2015	\$10.29
				CITY UTILITY BILLS/JULY 2015	\$29.82
				CITY UTILITY BILLS/JULY 2015	\$16.31
				CITY UTILITY BILLS/JULY 2015	\$55.85
				CITY UTILITY BILLS/JULY 2015	\$22.24
				CITY UTILITY BILLS/JULY 2015	\$23.43
				CITY UTILITY BILLS/JULY 2015	\$23.65
				CITY UTILITY BILLS/JULY 2015	\$24.79
				CITY UTILITY BILLS/JULY 2015	\$25.70
				CITY UTILITY BILLS/JULY 2015	\$26.37
				CITY UTILITY BILLS/JULY 2015	\$26.55
				CITY UTILITY BILLS/JULY 2015	\$26.94
				CITY UTILITY BILLS/JULY 2015	\$27.25
				CITY UTILITY BILLS/JULY 2015	\$28.10
				CITY UTILITY BILLS/JULY 2015	\$12.50
				CITY UTILITY BILLS/JULY 2015	\$167.45
				CITY UTILITY BILLS/JULY 2015	\$130.10
				CITY UTILITY BILLS/JULY 2015	\$130.82
				CITY UTILITY BILLS/JULY 2015	\$241.32
				CITY UTILITY BILLS/JULY 2015	\$137.04
				CITY UTILITY BILLS/JULY 2015	\$138.10
				CITY UTILITY BILLS/JULY 2015	\$168.62
				CITY UTILITY BILLS/JULY 2015	\$147.02



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$5,318.70
				CITY UTILITY BILLS/JULY 2015	\$151.11
				CITY UTILITY BILLS/JULY 2015	\$166.50
				CITY UTILITY BILLS/JULY 2015	\$152.90
				CITY UTILITY BILLS/JULY 2015	\$165.05
				CITY UTILITY BILLS/JULY 2015	\$161.45
				CITY UTILITY BILLS/JULY 2015	\$90.37
				CITY UTILITY BILLS/JULY 2015	\$145.35
				CITY UTILITY BILLS/JULY 2015	\$125.00
				CITY UTILITY BILLS/JULY 2015	\$90.85
				CITY UTILITY BILLS/JULY 2015	\$224.30
				CITY UTILITY BILLS/JULY 2015	\$92.01
				CITY UTILITY BILLS/JULY 2015	\$95.00
				CITY UTILITY BILLS/JULY 2015	\$106.30
				CITY UTILITY BILLS/JULY 2015	\$122.15
				CITY UTILITY BILLS/JULY 2015	\$127.11
				CITY UTILITY BILLS/JULY 2015	\$218.92
				CITY UTILITY BILLS/JULY 2015	\$125.80
				CITY UTILITY BILLS/JULY 2015	\$191.84
				CITY UTILITY BILLS/JULY 2015	\$184.25
				CITY UTILITY BILLS/JULY 2015	\$117.24
COFFEY REFRIGERATION COMPLETE CLEANING SYSTEMS EWING IRRIGATION PRODUCTS INC		7/2015-24	226113	#24 LANDFILL FEES	\$1,353.06
		68419	226119	REPLACE WARMER	\$334.03
		71257	225863	MACHINE SCRUB WAREHOUSE	\$175.00
		104292	226139	VALVE ASSEMBLIES	\$794.02
		104293		AIR RELEASE VALVE	\$55.05
		117292		IRRIGATION BOX	\$309.30
		43854	225870	COUPLINGS/NIPPLES	\$31.18
		69500		VALVES/GRASS SEED	\$361.81
		77053	226139	ELECTRIC VALVE	\$127.82
		84707		PVC CEMENT/IRRIGATION BOXES	\$280.92
		9955719		SPRINKLERS	\$153.00
		9994610	225801	SPORTLINE CHALK	\$870.97
GRAINGER	S016471	9794423567	226150	AIR REGULATOR ITEM #6B206	\$202.61
	S016471	9795632430		DUST MOP ITEM #1TZB8	\$273.49
HD FOWLER COMPANY INC	S016423	I3984386	225882	VALVE STEMS/OUTLETS	\$87.32
		I3984425		PUMP, E-ONE REPLACEMENT, LIBER	\$4,479.19
IRRIGATION SPECIALISTS INC		1156767-01	226159	BIG GUN SPRINKLER SET	\$1,177.38
		1157489-01		BACK FLOW PREVENTER	\$470.95
JOHNSON, WESLEY		072115-CDL	225810	CDL LICENSE REIMB-JOHNSON, W	\$102.00
JT AUTOMOTIVE PARTS INC DBA		337851	226161	TUBING	\$5.08



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		985374	226165	FILTER/CARTRIDGE	\$45.21
		988889		PRIMER TRAP	\$48.29
		989458		CUTTER WITH WHEEL	\$40.68
MONARCH MACHINE & TOOL CO INC	P055415	B178889	225921	LEE DOCK GANGWAY REPAIRS	\$6,461.70
OXARC INC		2589JPS	226183	CO2 BULK	\$377.55
		2933IPS	225924	OXGEN/ACETYLENE CYLINDERS	\$29.22
		2938IPS		RUBBER GLOVES	\$145.70
		8089HPS		CO2 BULK	\$389.77
		9104IPS	226183	CARBON DIOXIDE	\$103.27
		R357057		CO2, NITROGEN, OXYGEN	\$129.41
		R357060		CO2 LIQUID TANKS	\$113.80
PAINTMASTER SERVICES INC	P054636	2015-108	225926	PAINT EXTERIOR OF SHOPS BUILDI	\$46,620.00
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$1.96
POOL CARE PRODUCTS INC		121771	226190	WEIRS - FLOW MEASUREMENT	\$110.63
		121772		SKIMMER COVERS	\$64.94
		122168	225928	CHLORINE TABLETS	\$173.76
		122325	226190	CHLORINE TABLETS	\$253.04
PRO BUILD COMPANY LLC		71460564	225929	DECK COMPOST	\$17.07
		71460617	226192	DECK COMPOST	\$1,398.23
REXEL INC DBA		H318707	226198	3 PHASE VOLTAGE SUPPLY	\$3,390.18
RICHLAND ACE HARDWARE		209893	226054	INSECT KILLER	\$9.76
		209959	226199	SPRINKLER SPRAY HEADS	\$15.87
		47217	226054	ROLLER PAPER/MOUNTING TAPE	\$41.29
		47243	226199	QWIK FIX/BUSHINGS	\$47.82
		47348	226054	FASTENERS/GARDEN SPADE	\$34.57
		47355		ROOF SEALER, PAINT BRUSHES	\$69.43
		47475	226199	GRASS SEED/FOLDING SAW	\$71.61
		47538		BRROM/BRUSH	\$16.37
		47547		FLOOR SCRAPER, SPRAYER	\$47.75
		47574		BUG SPRAY	\$17.37
		47595		HAND WEEDER	\$7.59
		12066	226202	ANT/SPIDER CONTROL TREATMENT	\$925.97
SCHUYLAR ENTERPRISES INC DBA		12152		ANT CONTROL TREATMENT	\$162.45
		5443750677	226204	CONDITIONER CONTROLLERS	\$2,015.79
SIEMENS INDUSTRY INC		S101214484.001	226207	DIMMING SYSTEMS	\$423.11
STONEWAY ELECTRIC SUPPLY		S101310742.001		CORD CONNECTORS	\$4.40
		S101315348.001		UNDERGROUND WIRE	\$94.67
		S101326498.001		RECEPTACLES	\$7.66
		S101326624.001		THERMOSTAT	\$65.33
		S101327224.001		MINI CURCUITS/GFCI COVER	\$458.57
		S101332657.001		GFCI RECEPTACLE	\$97.06



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TALENT WISE INC		93189880	226210	BACKGROUND CHECKS-JULY	\$14.00
THE PERSONAL TOUCH CLEANING INC		55428	226215	JANITOR SRVCS-BLDG 100-JULY	\$2,383.78
		55429		JANITOR SRVCS-BLDG 200-JULY	\$709.54
		55430		JANITOR SRVCS - BLDG 300 JULY	\$557.90
		55476		JANITOR SRVCS-RCC-JULY	\$3,097.90
		55477		JANITOR SRVCS-LIBRARY-JULY	\$7,735.04
TIMKEN MOTOR AND CRANE SERVICES LLC DBA		10213	226217	AC MOTOR	\$402.91
TOTAL ENERGY MANAGEMENT INC		76588	226220	RESET CHILLER ALARM	\$222.64
		76627	226256	A/C SERVICE CALL	\$890.52
WALLA WATER INC DBA		14627	225964	BLDG 200 REALIGN DOOR CHAIN	\$206.34
WILBUR ELLIS COMPANY	S016426	9255133	225829	PENDULUM - AQUACAP	\$1,582.52
	S016426			RAZPR PRO	\$360.55
	S016437	9257067	225970	RAZOR PRO- SUBSTITUTING RANGER	\$315.48
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$226,309.39
Division:	338	PARKS & REC - PROJECT ADMIN			
XEROX CORPORATION		079857232	226085	W7855PT BASE CHR/PRINTS-MAY	\$59.98
PARKS & REC - PROJECT ADMIN TOTAL ****					\$59.98
Division:	900	NON-DEPARTMENTAL			
CITY OF PASCO		M071515	225991	ANIMAL SHELTERING-JULY	\$19,943.47
DEPARTMENT OF HUMAN SERVICES		2ND QTR 2015	226129	2ND QTR LIQUOR TAXES & PROFITS	\$2,760.86
EAST OREGONIAN PUB CO		48161507	226132	TOURISM ADS JULY	\$954.64
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$347.08
THE OBSERVER		2304155	226214	TOURISM ADS - JULY 2015	\$663.90
WASHINGTON CITIES INSURANCE AUTHORITY		JULY 2015	226081	WCIA CLAIMS PAID JULY 2015	\$1,814.75
WASHINGTON STATE UNIVERSITY		60838	226082	TOURISM AIR SPORTS-JUNE 2015	\$700.00
		61288	226234	TOURISM AIR SPOTS-JULY 2015	\$700.00
NON-DEPARTMENTAL TOTAL ****					\$27,884.70
GENERAL FUND Total ***					\$542,284.86
FUND	101	CITY STREETS			
Division:	000				
DREAM BUILDERS LLC		504 MELISSA	226005	REFUND TRAFFIC IMPACT FEE	\$1,533.56
UNASSIGNED TOTAL ****					\$1,533.56
Division:	401	STREETS MAINTENANCE			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$97.54
				287243288881 6/27-7/26/15	\$12.62
BENTON PUD		8/15-72866300000	226246	WYE LIGHTS	\$54.82
BLUE TARP FINANCIAL INC	S016442	33408111	226104	AIR IMPACT WRENCH, 1" DRIVE,	\$499.99
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$91.27
				CITY UTILITY BILLS/JULY 2015	\$1,130.50



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC50228	226251	HEX NUTS/HEX CAP SCREWS	\$23.66
INLAND ASPHALT CO	P055560	32-2141184	225891	5/8 ASPHALTIC CONCRETE HOT MIX	\$57.56
	P055560	32-2142184		5/8 ASPHALTIC CONCRETE HOT MIX	\$56.98
	P055560	32-2143005		5/8 ASPHALTIC CONCRETE HOT MIX	\$50.08
RICHLAND ACE HARDWARE		209919	226054	HAND HELD SPRAYERS	\$95.50
		209945		VELCRO TAPE	\$21.71
		209947		WORK GLOVES	\$4.33
STONEWAY ELECTRIC SUPPLY		S101341427.001	226207	FUSES	\$48.19
		S101342351.001		UNIVERSAL TERMINAL	\$2.57
		S101343230.001		FUSES/WIRE	\$29.15
TRAFFIC PARTS INC	P055381	408018	225953	VANDAL CONES, ITEM #6768	\$80.00
	P055381			POST 1-N2Y-CA, ITEM #1000	\$100.00
	P055381			U-BOLT CABINET MOUNT, ITEM #63	\$100.00
	P055381			FREIGHT	\$45.78
	P055381			ANCHOR BOLT SETS, ITEM #4220	\$60.00
TRAFFIC SAFETY SUPPLY CO INC	S016470	101518	226221	30' PREMARK THERMAL TAPE, WHIT	\$10,727.94
	S016470			FREIGHT	\$420.66
WESTERN CONCRETE ACCESSORIES		30638	226239	REBAR	\$8.00
		30640		REBAR	\$40.02
XEROX CORPORATION		079857232	226085	W7855PT BASE CHR/PRINTS-MAY	\$51.82
STREETS MAINTENANCE TOTAL ****					\$13,910.69
CITY STREETS Total ***					\$15,444.25
FUND 111	PARK RESERVE FUND				
Division:	304	PARK RESERVE			
COLUMBIA BASIN BMX		149	225856	15-15 CB BMX BLDG PERMIT FEES	\$4,684.42
PARK RESERVE TOTAL ****					\$4,684.42
PARK RESERVE FUND Total ***					\$4,684.42
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$62.45
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$483.85
FETROW, KIM		983	226009	PHOTOGRAPHY USAGE	\$543.00
INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL		272479-2015 DUES	226158	IEDC DUES-MOORE 10/2015-9/2016	\$165.00
PARADISE BOTTLED WATER CO		7/15-CITYATTORNEY	226184	BOTTLED WATER - JULY 2015	\$6.62
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$6.31
RGW ENTERPRISES PC	P055364	6/15-CWCP	225930	#116-15 ECON DEV CONSULTANT	\$712.50
	P055364	6/15-HORN RAPIDS		#116-15 ECON DEV CONSULTANT	\$1,330.00
	P055364	6/15-HRBC		#116-15 ECON DEV CONSULTANT	\$380.00



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RGW ENTERPRISES PC	P055364	6/15-LRF	225930	#116-15 ECON DEV CONSULTANT	\$1,467.50
	P055364	6/15-POLAR		#116-15 ECON DEV CONSULTANT	\$2,450.00
	P055364	6/15-SI STEEL		#116-15 ECON DEV CONSULTANT	\$475.00
TRI CITIES VISITOR & CONVENTION BUREAU		154149	226223	2016 TC ADVISORS GUIDE AD	\$3,800.00
ECONOMIC DEVELOPMENT TOTAL ****					\$11,882.23
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$61.93
HDR ENGINEERING INC	P055469	00449806-H	225885	C14-009_HDR-ENG SVCS-HORN RAPI	\$594.32
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$656.25
INDUSTRIAL DEVELOPMENT FUND Total ***					\$12,538.48
FUND	117	CRIMINAL JUSTICE SALES TAX			
Division:	131	CJST POLICE ACTIVITY			
BLUMENTHAL UNIFORM CO	P055464	148568	225848	SEW EMBLEM EACH SLEEVE	\$6.52
	P055464			SHIPPING	\$13.03
	P055464			UVS102 SHIRT SS UNDER VEST NAV	\$130.16
	P055505	150534	226105	53240-019 FLASHLIGHT/TPT R714	\$347.50
DAY MANAGEMENT CORPORATION DBA	P054954	392189	226126	PROGRAMMING OF APX6000 PORTABL	\$108.60
TASER INTERNATIONAL	P055519	SI1407135	226211	#22010 PPM BATTERY PACK, STAND	\$177.56
CJST POLICE ACTIVITY TOTAL ****					\$783.37
CRIMINAL JUSTICE SALES TAX Total ***					\$783.37
FUND	150	HOTEL/MOTEL FUND			
Division:	307	HOTEL/MOTEL TAX			
TRI CITIES VISITOR & CONVENTION BUREAU		153786	226223	TCVCB MONTHLY DUES-JUNE'15	\$16,091.70
HOTEL/MOTEL TAX TOTAL ****					\$16,091.70
HOTEL/MOTEL FUND Total ***					\$16,091.70
FUND	151	SPECIAL LODGING ASSESSMENT			
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		JUNE 2015	226223	SPECIAL LODGING ACCESS JUNE'15	\$45,291.74
TOURISM PROMOTION AREA TOTAL ****					\$45,291.74
SPECIAL LODGING ASSESSMENT Total ***					\$45,291.74
FUND	153	COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
ELIJAH FAMILY HOMES		225	226135	1ST QTR 2015 SRVCS	\$2,841.08
NWACDM		2015 NWACOM	226181	2015 ANNUAL DUES - BURDEN	\$100.00
				2015 NWACOM MEETING	\$87.50



City Of Richland

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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$21.23
CDBG PROGRAM TOTAL ****					\$3,049.81
COMMUNITY DEV BLOCK GRANT Total ***					\$3,049.81
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
NWACDM		2015 NWACOM	226181	2015 NWACOM MEETING	\$87.50
TRI CITY TITLE & ESCROW		15-17	225959	HOME DPA/1318 TUNIS/HICKEY	\$9,104.00
HOME PROGRAM TOTAL ****					\$9,191.50
HOME FUND Total ***					\$9,191.50
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	000				
GRANITE CONSTRUCTION COMPANY	P055252	C103-15/PYMT 2	226252	C103-15 RETAINAGE PYMT 2	(\$8,348.71)
UNASSIGNED TOTAL ****					(\$8,348.71)
Division:	402	ARTERIAL STREETS			
AMERICAN ROCK PRODUCTS INC	P055561	242328	225834	ENVIRONMENTAL FEE INV 242328	\$1.09
	P055561			STANDBY TIME CONTRACOTR	\$54.30
	P055561			5-SACK CONCRETE MIX, 3/4	\$94.48
	P055561			UNDER 4 YD ORDER CHARGE	\$108.60
	P055561	242551		5-SACK CONCRETE MIX, 3/4	\$94.48
	P055561			UNDER 4 YD ORDER CHARGE	\$108.60
	P055561			STANDBY TIME CONTRACTOR	\$86.88
	P055561			ENVIRONMENTAL FEE INV 242551	\$1.09
	P055575	242670	226094	STANDBY TIME CONTRACTOR	\$86.88
	P055575			ENVIRONMENTAL FEE	\$2.17
	P055575			ADJUST SALES TAX	\$0.01
	P055575			UNDER 4 YD ORDER CHARGE	\$108.60
	P055575			5-SACK CONCRETE MIX, 3/4	\$188.96
	P055575	242855		STANDBY TIME CONTRACTOR	\$162.90
	P055575			UNDER 4 YD ORDER CHARGE	\$108.60
	P055575			ENVIRONMENTAL FEE	\$2.72
	P055575			ADJUST SALES TAX	(\$0.01)
	P055575			5-SACK CONCRETE MIX, 3/4	\$236.21
	P055575	243072		ADJUST SALES TAX	\$0.01
	P055575			ENVIRONMENTAL FEE	\$2.17
	P055575			UNDER 4 YD ORDER CHARGE	\$108.60
	P055575			STANDBY TIME CONTRACTOR	\$119.46
	P055575			5-SACK CONCRETE MIX, 3/4	\$188.96
	P055589	243281		ADJUST SALES TAX	(\$0.01)



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC	P055589	243281	226094	TOP COURSE	\$608.19
	P055575	243282		ENVIRONMENTAL FEE	\$1.09
	P055575			5-SACK CONCRETE MIX, 3/4	\$94.48
	P055575			UNDER 4 YD ORDER CHARGE	\$108.60
	P055589	243454		TOP COURSE	\$629.41
	P055589	243570		TOP COURSE	\$441.81
CITY OF RICHLAND		7/2015-27	225992	#27 LANDFILL FEES	\$299.04
GRANITE CONSTRUCTION COMPANY	P055559	836301	225880	ADJUST SALES TAX	(\$0.02)
	P055559			1/2 HMA64-22NS ASPHALT	\$18,956.73
	P055559	837190		1/2" HMA64-22NS (2600) HOT MIX	\$18,683.90
	P055252	C103-15/PYMT 2	226252	MOUNTAIN VIEW LANE RECONSTRUCT	\$161,049.36
	P055252			C/O #1 TREE TRIMMING AND CSTC	\$5,260.68
	P055252			C/OR #2 ADJUST LIGHT POLE AND	\$664.15
HD FOWLER COMPANY INC		I3994264	226013	VALVE BOXES	\$1,866.74
INLAND ASPHALT CO	P055543	32-2135566	225891	SS 1 ASPHALT TACK COAT	\$996.57
	P055543	32-2135570		5/8 ASPHALTIC CONCRETE HOT MIX	\$31,705.82
	P055543	32-2135763		SS 1 ASPHALT TACK COAT	\$1,980.32
	P055543	32-2135766		5/8 ASPHALTIC CONCRETE HOT MIX	\$34,593.51
	P055543	32-2136574		SS 1 ASPHALT TACK COAT	\$1,622.59
	P055543	32-2136578		5/8 ASPHALTIC CONCRETE HOT MIX	\$31,789.28
	P055543			ADJUST SALES TAX	(\$0.02)
	P055543	32-2138362		SS 1 ASPHALT TACK COAT	\$1,009.33
	P055543	32-2138365		5/8 ASPHALTIC CONCRETE HOT MIX	\$31,393.28
	P055560	32-2139012		SS 1 ASPHALT TACK COAT	\$1,290.44
	P055543	32-2139017		ADJUST SALES TAX	\$0.01
	P055543			5/8 ASPHALTIC CONCRETE HOT MIX	\$35,710.71
	P055560	32-2139496		SS 1 ASPHALT TACK COAT	\$1,277.62
	P055560	32-2139502		5/8 ASPHALTIC CONCRETE HOT MIX	\$51,873.57
	P055560			ADJUST SALES TAX	\$0.02
	P055560	32-2140664		5/8 ASPHALTIC CONCRETE HOT MIX	\$53,267.63
	P055560			ADJUST SALES TAX	\$0.02
	P055560	32-2142184		5/8 ASPHALTIC CONCRETE HOT MIX	\$57.56
	P055560	32-2143005		5/8 ASPHALTIC CONCRETE HOT MIX	\$115.12
	P055574	32-2143667	226157	5/8 ASPHALTIC CONCRETE HOT MIX	\$234.26
WASTE MANAGEMENT		0092840-1819-0	226235	POL SRVCS - COUNTRY RIDGE	\$134.76
ARTERIAL STREETS TOTAL ****					\$489,582.31
STREETS CAPITAL CONSTRUCTION Total ***					\$481,233.60
FUND 317	FIRE STATION 74 CONSTRUCTION				
Division: 000					
LEONE & KEEBLE INC		C127-14 RETAIN 10	226171	#15021181-RICHLAND FIRE ST #74	\$14,875.49



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LEONE & KEEBLE INC	P054395	C127-14/PYMT 10	226170	C127-14 RETAINAGE PYMT 10	(\$14,875.49)
UNASSIGNED TOTAL ****					\$0.00
Division:	900	NON-DEPARTMENTAL			
CRAFTSMAN CABINETS & FLOORCOVERING INC		8427	226248	FABRICATE LAMINATE TABLE	\$850.00
GENSCO INC		845107873	225804	WALL VENT	\$27.29
LEONE & KEEBLE INC	P054395	C127-14/PYMT 10	226170	C/O #1B COST OF WORK FOR POLIC	\$50,000.00
	P054395			C/O #1A COST OF WORK FOR GLASS	\$45,000.00
	P054395			FIRE STATION NO. 74-DESIGN-BUI	\$228,095.63
STONEMAN ELECTRIC SUPPLY		S101329051.001	226255	CONNECTORS/PANDUIT	\$259.97
		S101330000.001		STRAIGHT BLADE CONNECTOR	\$14.78
		S101330000.002		SUPPORT GRIPS	\$244.64
		S101330320.001		STRAIGHT BLADE CONNECTORS	\$41.25
		S101332038.001		STRAIGHT BLADE CONNECTOR	\$10.32
		S101332283.001		MINIATURE CIRCUITS	\$480.60
TACOMA SCREW PRODUCTS INC		22122478	225944	BRASS HOSE FITTINGS	\$8.53
		22122484		BRASS COUPLER/PIPE FITTINGS	\$21.59
		22122538		PIPE FITTINGS	\$2.87
NON-DEPARTMENTAL TOTAL ****					\$325,057.47
FIRE STATION 74 CONSTRUCTION Total ***					\$325,057.47
FUND	380	PARK PROJECT CONSTRUCTION			
Division:	337	PARKS & REC PROJECTS			
BEAVER BARK & ROCK		697168	225792	SOD	\$44.80
		697775	225840	SOD	\$89.60
CITY OF RICHLAND	P055598	2015-000801	226247	BUILDING PERMIT FEES FOR HAPO	\$12.57
	P055598	2015-001004		BUILDING PERMIT FEES FOR HAPO	\$538.03
	P055598	2015-001266		BUILDING PERMIT FEES FOR HAPO	\$5,143.00
DESIGN WEST ARCHITECTS	P054913	C19-15/PYMT 7	226130	DESIGN SERVICES FOR JOHN DAM P	\$1,729.40
NORTHWEST ANTHROPOLOGY LLC	P055562	2015-10	226180	CULTURAL RESEARCH INVESTIGATIO	\$5,942.85
PRO BUILD COMPANY LLC		71460905	226192	CONCRETE MIX	\$16.46
PARKS & REC PROJECTS TOTAL ****					\$13,516.71
PARK PROJECT CONSTRUCTION Total ***					\$13,516.71
FUND	401	ELECTRIC UTILITY FUND			
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P055425	3627-548839	226124	TAPE SCOTCH 130C LINERLESS HI-	\$234.36
	P055425			TAPE 3M #88, 1 1/2 X 44FT	\$400.63
	P055425			SEALANT POLYCEL 100 EXPANDING	\$343.00
	P055425			ROPE PULL LINE, POLYPROP, 500#	\$299.61
	P055425			ROPE PULL LINE, POLYPROP, 200#	\$227.80



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P055425	3627-548839	226124	GUARD, ANIMAL-SQUIRREL,BIRD	\$224.58
	P055425			ROPE HAND LINE, 3/8", POLY/DAC	\$144.66
	P055425			ADJUST SALES TAX	(\$0.01)
	P055425			PVC SOLVENT CEMENT, QUART SIZE	\$301.82
	P055425	3627-549394		MARKER, BLANK WHITE URD TAG,	\$1,411.80
GENERAL PACIFIC INC	P055312	1239829	225877	METER,FM9S,120-480V,CL20,	\$12,227.49
	P055312			METER,FRM 16S,480V,CL200,3PH,	\$4,585.31
	P055227	1239894		METER,FM9S,120-480V,CL20,	\$9,874.56
GRAYBAR ELECTRIC CO INC	P055229	979991741	226151	CONN, CT UTILCO # PED 4-500,	\$89.14
	P055229	980016789		TERMINAL, XFMR 6 COND 350-12,	\$2,159.32
HD SUPPLY POWER SOLUTIONS LTD	P055223	2862685-07	226154	INSULATOR DEADEND, CLASS 52-9,	\$938.30
	P055324	2898251-00		TEST SWITCH 3 PH, 10 POLE F/C,	\$2,854.01
	P055408	2915299-00		GUY GRIP 7/16" LONG BAIL UTIL.	\$770.52
	P055408	2915299-01	225807	GUY GRIP 7/16" TYPE B BAIL	\$2,245.31
	P055408	2915299-02	226154	GUY GRIP 3/8" LONG BAIL UNI.,	\$1,333.07
	P055426	2921601-00	225883	COVER, CONNECTOR, UTILCO #CLL	\$205.38
	P055426			PADLOCK EQUIPMENT FARGO GM-322	\$434.40
REXEL INC DBA	P055427	H345775	226198	TIE, CABLE, 11" MIN, HVY DUTY	\$220.76
SCHWEITZER ENGINEERING LABORATORIES INC	P055479	2474-16209	226203	FAULT INDICATOR, UG SECONDARY	\$4,778.40
TECH PRODUCTS INC	P055455	68663/CM68851	226212	TAGS, POLE HOLDERS, ALUMINUM,	\$1,260.00
	P055455			TAGS, EVERLAST, 500/BAG, 1"	\$13,920.00
	P055455	68664		TAGS, EVERLAST, 500/BAG, 1"	\$192.00
	P055455			TAG HOLDER, POLYETHYLENE,	\$1,260.00
WESCO DISTRIBUTION INC	P055453	631466	226238	WASHER,SQ,2-1/4 X 2-1/4 X 3/16	\$73.31
	P055453			WASHER SQUARE CURVED 13/16 HOL	\$77.11
	P055453			SCREW LAG, 1/2 X 4, TWIST DR.,	\$325.80
	P055453			NUT OVAL EYE 3/4, JOSLYN J1093	\$280.19
	P055453			WASHER, SQUARE, 13/16 HOLE	\$118.37
	P055453			BOLT DOUBLE ARMING, 5/8 X 24,	\$40.50
	P055453			ADJUST FOR TAX	(\$0.01)
	P055453			NUT, OVAL EYE, 5/8 BOLT,JOSLYN	\$275.30
	P055453			WASHER, SQUARE CURVED, 11/16	\$436.03
	P055453			PIN, FORGED STEEL, 6 1/2 SHANK	\$1,552.44
	P055453			BOLT DOUBLE ARMING, 5/8 X 30,	\$191.90
	P055453			STAPLES COPPERWELD,ROLLED PT,	\$624.45
	P055453			BOLT, MACHINE 5/8 X 10, JOSLYN	\$175.93
	P055453			BOLT, CARRIAGE 1/2 X 6, JOSLYN	\$469.15
	P055453			WASHER DOUBLE COIL SPRING 5/8"	\$195.48
	P055453			BOLT, MACHINE 5/8 X 14, JOSLYN	\$423.54
	P055453			BOLT, MACHINE 5/8 X 12,JOSLYN	\$429.51
	P055453			PIN, POLE TOP, 3 HOLE, 18" L,	\$207.21



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESCO DISTRIBUTION INC	P055453	631466	226238	BOLT DOUBLE ARMING, 5/8 X 26,	\$237.83
	P055453			WASHER DOUBLE COIL SPRING 3/4"	\$244.35
	P055453			BOLT, MACHINE 3/4 X 12, JOSLYN	\$124.35
TOTAL ****					\$69,438.96
Division:	501	BUSINESS SERVICES			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$89.03
				287243288881 6/27-7/26/15	\$62.45
				287243288881 6/27-7/26/15	\$9.26
				287243288881 6/27-7/26/15	\$63.53
				287243288881 6/27-7/26/15	\$33.34
				287243288881 6/27-7/26/15	\$16.73
				287243288881 6/27-7/26/15	\$18.13
				287243288881 6/27-7/26/15	\$19.23
				287243288881 6/27-7/26/15	\$23.34
				287243288881 6/27-7/26/15	\$15.79
				287243288881 6/27-7/26/15	\$28.11
				287243288881 6/27-7/26/15	\$15.50
				287243288881 6/27-7/26/15	\$14.27
				287243288881 6/27-7/26/15	\$42.10
				287243288881 6/27-7/26/15	\$31.34
				287243288881 6/27-7/26/15	\$12.62
				287243288881 6/27-7/26/15	\$33.82
				287243288881 6/27-7/26/15	\$34.18
				287243288881 6/27-7/26/15	\$14.00
				287243288881 6/27-7/26/15	\$13.75
				287243288881 6/27-7/26/15	\$16.13
				287243288881 6/27-7/26/15	\$13.30
				287243288881 6/27-7/26/15	\$23.61
				287243288881 6/27-7/26/15	\$13.07
				287243288881 6/27-7/26/15	\$12.89
				287243288881 6/27-7/26/15	\$14.04
CITY OF RICHLAND		15-317 LARKIN	225994	NRU-NEMS MTGS/PORTLAND/LARKIN	\$442.60
		15-334 HAMMOND		NRU-PPC MTGS/PORTLAND/HAMMOND	\$545.65
		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$628.92
FETROW, KIMBERLY DBA		970	226144	ENERGY SERVICES-PHOTO SHOOT	\$1,086.00
KELLEY'S TELE-COMMUNICATIONS INC	P054840	022408012015	226164	AFTER HOURS EMERGENCY CALL SER	\$227.25
NEWSDATA CORPORATION		7092017DP	225815	NEWSDATA 1-YR SUBSCRIPTION	\$4,778.40
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$65.26
VERIZON WIRELESS	P054759	97492931806	226079	WIRELESS DATACARD FOR R. HAMMO	\$40.01
XEROX CORPORATION		079857232	226085	W7855PT BASE CHR/PRINTS-MAY	\$54.43
BUSINESS SERVICES TOTAL ****					\$8,552.08



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 502 ELECTRICAL ENGINEERING					
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P055421	363235	226107	LEGAL CONSULTING FOR BPUD	\$3,784.25
PRINT PLUS/PSS RUBBER STAMPS		5918	226191	NOTARY STAMP - M PENA	\$43.39
RICHLAND ACE HARDWARE		47359	226054	RATCHET, TOTES	\$69.97
WATER SOLUTIONS INC	P054903	11503	226236	DCS (703) BDLG WATER UNIT RENT	\$13.59
ELECTRICAL ENGINEERING TOTAL ****					\$3,911.20
Division: 503 POWER OPERATIONS					
ALTEC INDUSTRIES INC	S016451	10434240	226093	ELECTRICAL TEST EQUIPMENT	\$2,896.36
BEAVER BARK & ROCK		699016	225840	CONCRETE	\$162.88
BENTON PUD		8/15-72866300000	226246	BADGER REPEATER	\$11.95
BOYD'S TREE SERVICE LLC	P054715	4100	226106	TREE PRUNING SERVICE FROM JANU	\$6,359.39
	P054715	4110		TREE PRUNING SERVICE FROM JANU	\$7,267.88
	P054715	4116		TREE PRUNING SERVICE FROM JANU	\$6,944.88
CITY OF RICHLAND		15-266 GILL	225994	ESRI CONF/SAN DIEGO/GILL	\$1,628.00
		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$262.54
				CITY UTILITY BILLS/JULY 2015	\$2,896.77
		7/2015-1901	226113	#1901 DROP BOX DISP/HAULING	\$448.70
		7/2015-28		#28 RHLD COMM TONS	\$141.02
COLUMBIA GRAIN & FEED INC		135568	226122	CHAINSAW REPAIRS	\$73.39
CONSTRUCTION AHEAD INC DBA	P055478	25071-01	226125	2015 FLAGGING & TRAFFIC CONTRO	\$1,325.00
FARWEST LINE SPECIALTIES LLC	S016373	191985	226140	#42266S - BLACK PURCHES 5 POCK	\$59.16
	S016373			SHIPPING	\$38.13
	S016373			#42266S - BROWN POUCHES 5 POCK	\$59.16
	S016373			#45911M2 NUT AND BOLT BAGS	\$214.88
	S016373			#14G MILLER 4 D-RING BACKSAVER	\$329.00
	S016373			#12E SHORT BACK LEATHER BELT "	\$372.00
	S016373			#66 BURR AND BARREL NUT FASTEN	\$12.20
GENERAL PACIFIC INC	S016446	1240799	226149	PUPI DEADEND ASSEMBLIES	\$512.70
	S016446			PUPI DEADEND ASSEMBLIES PRODUC	\$647.43
GILL, KELLEY		15-266	226011	ESRI CONF/HOTEL TAXES/GILL	\$125.76
HD SUPPLY POWER SOLUTIONS LTD	S016338	2877832-00	226154	5 POCKETS HOLSTER MODEL #42266	\$127.06
	S016338			BODY BELT MODEL #20182M SIZE:	\$447.98
	S016436	2933091-00		REPLACEMENT TORQUE BOLT FOR	\$325.80
HI-LINE HOLDING COMPANY LLC DBA	S016439	1/172550	226155	SHIPPING	\$25.04
	S016439			KE033-01-026 KELLEM GRIP 1.50-	\$1,002.18
	S016453	1/181100		DELIVERY	\$13.94
	S016453			LARGE CLAMP TOOL ITEM #FLF-100	\$119.07
	S016453			3/8 X 1-3/8" CLAMP/100 ITEM	\$136.00
	S016461	1/185510		SHIPPING	\$18.24
	S016461			DUCT ADAPTER ITEM #8936050	\$444.50



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INLAND ASPHALT CO	P055560	32-2143005	225891	5/8 ASPHALTIC CONCRETE HOT MIX	\$172.67
PARADISE BOTTLED WATER CO		7/15-POWER OPS	226184	BOTTLED WATER	\$32.50
REXEL INC DBA	S016469	H370340	226198	LOCKBACK KNIFE, 2-3/8" SHEEPFO	\$200.15
STONEMAN ELECTRIC SUPPLY		S101316205.001	226207	5 IN PVC CONDUIT	\$293.45
SUN RENTAL CENTER		218521-3	225943	WATER TRLR RENTAL	\$400.46
THE CREATIVE OFFICE	S016403	114694-0	225947	RFM 22111-12A-V30 VERTE CHAIR	\$1,251.07
	S016403			UPS shipping charges	\$48.87
TITAN TRUCK EQUIPMENT	S016427	1114143	226218	#ECCOEW2461 ECCO LIGHT, WORK	\$95.94
	S016427	1114279		#EW2461-NA LIGHT, WORK SQUARE	\$501.12
VARIDESK LLC	S016452	I-N-7896	226229	PRO PLUS 48 ITEM #49906	\$400.00
	S016452			CUBE CORNER 48 ITEM #49931	\$400.00
	S016452			SHIPPING	\$200.00
WASTE MANAGEMENT		0092838-1819-4	226235	POL SRVCS 1032 UNIVERSITY	\$102.24
WOOD'S NURSERY INC		051515	225972	TREE REPLACEMENT 2106 GWW	\$80.00
POWER OPERATIONS TOTAL ****					\$39,627.46
Division:	504	SYSTEMS DIVISION			
ACCURATE CALIBRATION SERVICES LLC		72543	225832	YRLY CALIBRATION/CERT	\$2,100.00
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$1,844.92
D HITTLE & ASSOCIATES INC	P053954	10688	225866	RICHLAND SWITCH SUBSTATION OIL	\$3,488.00
GRAINGER	S016471	9799977211	226150	EYE WASH ITEM #6JD86	\$43.09
OXARC INC		R357059	226183	MULTIPLE GAS CYLINDERS	\$63.69
REXEL INC DBA		H339135	226198	CONDUIT	\$48.71
		H343050		REFILL CARTRIDGES	\$51.02
SPX TRANSFORMER SOLUTIONS INC	S016257	037643/502389	225941	8K GAL ARDB2 SINGLE BREATHING K	\$3,588.14
STONEMAN ELECTRIC SUPPLY		S101338885.001	226207	CONDUIT/ADAPTERS	\$69.57
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5070192	226227	UTILITIES LOCATE SERVICE FOR	\$185.76
SYSTEMS DIVISION TOTAL ****					\$11,482.90
Division:	505	ENERGY POLICY MGMT			
3 RIVERS POTATO SERVICES INC		11128-FY2015-0040	225973	3077 TWN BRDGS LGHTNG REBATE	\$10,760.00
AIR TIGHT REMODELING		170-147	225975	1207 SYMONS REBATE WINDOWS	\$192.00
BENTON COUNTY AUDITOR/WEATHERWISE	P055552	121200	225843	J BURKOS-RECORD LIEN; AC# 1212	\$72.00
	P055552	23360 RELEASE		S SCHOUVILLER-RELEASE LIEN;AC	\$72.00
	P055552	291680		T BARTON-RECORD LIEN; AC# 2916	\$72.00
	P055552	31060		D YEARLSLEY-RECORD LIEN; AC# 3	\$72.00
	P055552	410140		T SWALLOW-RECORD LIEN; AC# 410	\$72.00
	P055552	411320 RELEASE		N CRANFORD-RELEASE LIEN; AC#	\$72.00
	P055552	421120 RELEASE		P TITZLER-LIEN RELEASE; AC# 42	\$72.00
	P055552	641840 RELEASE		L MCWETHY-RELEASE LIEN; AC# 64	\$72.00
	P055552	700900 RELEASE		J DORIAN-RELEASE LIEN; AC# 700	\$72.00
	P055552	802200		C DAVIS-RECORD LIEN; AC# 80220	\$72.00



City Of Richland

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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR/WEATHERWISE	P055552	811040 RELEASE	225843	G STOWE-RELEASE LIEN; AC# 8110	\$72.00
	P055552	823540 LIEN		K BORGESON-RECORD LIEN; AC# 82	\$72.00
CITY OF RICHLAND		130640	226115	647 CEDAR-REBATE-INS/WIN/HP	\$2,752.53
		15-315 SENGER	226114	BPA MTG/PORTLAND/SENGER	\$548.42
		15-318 WHITNEY	225994	PPC MTGS/PORTLAND/WHITNEY	\$460.60
		243140	225852	1413 POTTER-REBATE-HP	\$1,000.00
		42280	226115	706 DAVENPORT-REBATE-DHP	\$800.00
		641900		1956 FOREST-REBATE-HP	\$1,000.00
		840060-HP	225852	2506 SADDLE WAY-REBATE-HP	\$1,000.00
DAYCO HEATING & AIR		42141	226127	54 COMPTON REBATE-HP/PTCS	\$1,200.00
DELTA HEATING & COOLING INC		23412	225867	522 HOLLY-REBATE-HP	\$1,000.00
	P055407	23528	225800	EE LOAN: J BRUUN, 1413 POTTER	\$6,586.59
	P055489	23545	225867	EE LOAN: M LAKES, 1956 FOREST	\$7,221.90
		23546		121 SPENGLER-REBATE-HP	\$1,000.00
		23547	226128	1325 PERKINS-REBATE-HP	\$1,000.00
		23548	225867	647 LONETREE LN-REBATE-HP	\$1,000.00
		23652	226128	1921 ORCHARD WAY-REBATE-HP	\$1,000.00
		23653		2435 HARRIS-REBATE-HP	\$1,000.00
EES CONSULTING	P055329	31700	226133	POWER RESOURCE PLANNING CONSUL	\$6,660.00
EFFICIENCY SOLUTIONS LLC	P054728	7-15	226134	COMMERCIAL ENERGY EFFICIENCY	\$4,561.87
JACOBS & RHODES INC	P055342	112451	225808	EE LOAN: T GRAVES, 2506 SADDLE	\$9,440.60
		35181	225894	455 CARNER CT W-REBATE-HP	\$1,000.00
		35189	226160	145 BROADMOOR REBATE HP	\$1,000.00
M CAMPBELL & COMPANY INC		14380743SOW	225911	444 BRADLEY BLVD-REBATE-HP	\$1,000.00
		14478597	226172	503 BIRCH-REBATE-HP	\$1,000.00
		14536861		289 WENAS PL-REBATE-HP	\$1,000.00
		14580081		1481 RIMROCK-REBATE-HP	\$1,000.00
		15909166		1313 POTTER-REBATE-HP	\$1,000.00
PACIFIC NORTHWEST NATIONAL LAB		11128-FY2015-0041	226047	3200 STECENS LIGHTING REBATE	\$9,439.00
PERFECTION GLASS		9939642498	226188	441 GREENBROOK REBATE WINDOWS	\$767.22
		9939642500		701 SNYDER REBATE WINDOWS	\$71.28
ROBERTS CONSTRUCTION INC		3530	225935	609 THAYER-REBATE-WINDOWS	\$634.00
SIEFKEN FAMILY LLC		11128-FY2015-0042	226060	1305 MANSFIELD LIGHTING REBATE	\$630.00
SMITH INSULATION INC	P055060	13400	225939	EE LOAN: M DEUTSCH/T EBERTH, 6	\$2,026.48
TOTAL ENERGY MANAGEMENT INC		53287WWR	225952	1228 COUNTRY RIDGE-REBATE-HP	\$1,000.00
	P055344	53332LOAN		EE LOAN: L SHOCKEY, 706 DAVENP	\$8,743.39
		53424WWR	225825	560 SPENGLER #T-REBATE-HP/PTCS	\$1,250.00
		53539WWR		1301 PERKINS-REBATE-HP	\$1,000.00
		53554WWR		206 HIGH MEADOWS-REBATE-HP	\$1,000.00
TRANS UNION LLC		07502755	225954	CREDIT REPORTS JULY	\$16.85
WATER SOLUTIONS INC	P054903	11503	226236	DCS (703) BDLG WATER UNIT RENT	\$17.38



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENERGY POLICY MGMT TOTAL ****					\$94,644.11
Division:	506	TECHNICAL SERVICES			
AMERIGAS		3042855968	226095	PROPANE TANK RENTAL	\$106.43
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$1,554.92
JT AUTOMOTIVE PARTS INC DBA		338500	226161	AIR/OIL FILTERS	\$16.85
NORCO INC		16449025	225923	BATTERY PACK	\$238.68
TECHNICAL SERVICES TOTAL ****					\$1,916.88
ELECTRIC UTILITY FUND Total ***					\$229,573.59
FUND	402	WATER UTILITY FUND			
Division:	000				
BEN FRANKLIN TRANSIT		REFUND-PERMIT	225794	BP INV 2015-00164 WATER MTR	\$881.00
				BP INV 2015-00164 DOM WTR ACCE	\$12,947.00
BIG D'S CONSTRUCTION OF TRI CITIES LLC		14-00542	225847	REFUND HYDRANT METER #371	(\$30.00)
				REFUND HYDRANT METER #371	(\$28.50)
				REFUND HYDRANT METER #371	\$750.00
		15-00224		REFUND HYDRANT METER #336	(\$30.00)
				REFUND HYDRANT METER #336	\$750.00
CIRCLE H CONSTRUCTION INC		15-01113	225851	REFUND HYDRANT METER #371	\$750.00
COLUMBIA PACIFIC CONSTRUCTION INC		15-01216	225858	REFUND HYDRANT METER #341	\$750.00
				REFUND HYDRANT METER #341	(\$9.50)
				REFUND HYDRANT METER #341	(\$30.00)
FAMILY FARMS DBA		15-00801	225871	REFUND HYDRANT METER #349	\$750.00
GOODMAN & MEHLENBACHER ENTERPRISES INC		14-02159	225879	REFUND HYDRANT METER #343	(\$58.90)
				REFUND HYDRANT METER #343	\$750.00
				REFUND HYDRANT METER #343	(\$30.00)
HD SUPPLY WATERWORKS LTD	P055367	E060327	225884	METER,SETTER 1-1/2" W/1"BYPASS	\$1,491.49
	P055367			METER,SETTER, SERIES 84, 1"	\$4,322.71
	P055367			ANGLE BALL METER VALVE 1",	\$5,960.62
	P055383	E081927/E281704		METER BOX TOP SECTION, 12" #37	\$4,868.47
	P055383			METER BOX MID SECTION, 12" #37	\$1,788.32
	P055383			METER BOX COVER, LW COMP #37	\$7,034.67
HOLIDAY INN EXPRESS		15-01269	225887	REFUND HYDRANT METER #371	(\$32.48)
				REFUND HYDRANT METER #371	(\$30.00)
				REFUND HYDRANT METER #371	\$750.00
HUESITOS LLC		15-01218	225890	REFUND HYDRANT METER #343	\$750.00
				REFUND HYDRANT METER #343	(\$30.00)
				REFUND HYDRANT METER #343	(\$3.80)
LEONE & KEEBLE INC		14-01830	225909	REFUND HYDRANT METER #350	\$750.00
ROCK-N-POOLS LLC		15-01091	225936	REFUND HYDRANT METER #371	(\$23.75)



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ROCK-N-POOLS LLC		15-01091	225936	REFUND HYDRANT METER #371	\$750.00
				REFUND HYDRANT METER #371	(\$30.00)
VANDERVERT CONSTRUCTION		14-00514	225962	REFUND HYDRANT METER #329	(\$30.00)
				REFUND HYDRANT METER #329	\$750.00
WATTS CONSTRUCTION INC		14-00779	225965	REFUND HYDRANT METER #362	(\$6.65)
				REFUND HYDRANT METER #362	(\$30.00)
				REFUND HYDRANT METER #362	\$750.00
UNASSIGNED TOTAL ****					\$47,860.70
Division:	410	WATER CAPITAL PROJECTS			
GRAINGER	S016471	9796298231	226150	WELD TUBING ITEM #2VKX2	\$205.16
RICHLAND ACE HARDWARE		47453	226054	GLOBE VALVES	\$31.60
		47495		GLOBE VALVE	\$28.23
WATER CAPITAL PROJECTS TOTAL ****					\$264.99
Division:	412	WATER OPERATIONS			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$14.95
				287243288881 6/27-7/26/15	\$15.93
				287243288881 6/27-7/26/15	\$19.49
				287243288881 6/27-7/26/15	\$12.62
				287243288881 6/27-7/26/15	\$89.03
BENTON FRANKLIN HEALTH DISTRICT		7362	225845	WATER SAMPLES	\$2,992.00
BENTON RURAL ELECTRIC ASSOCIATION		7/15-38510	225983	KENNEDY BOOSTER STATION	\$1,837.48
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$89,535.31
				CITY UTILITY BILLS/JULY 2015	\$248.25
EDUCATION & TRAINING SERVICES LLC		LEADERSHIP	225869	M/S LEADERSHIP TRNG-ANDREWS	\$499.00
ENERGY NORTHWEST		ENV02621	226138	WATER SAMPLES	\$1,004.00
FATELEY, PETER		072815	226008	FATELEY-WDM3 EXAM/APPLICATION	\$180.00
FERGUSON ENTERPRISES INC		3415268	225802	AUTO TRAP PRIMER VLV P1500	\$60.59
MEASUREMENT TECHNOLOGIES INC	S016456	1978	226173	NO-CHLOR CALCIUM THIOSULFATE	\$754.77
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$29.34
STONEWAY ELECTRIC SUPPLY		S101314798.001	226207	HIGH SERVICE RELAYS	\$109.86
		S101317508.001		PLUG IN RELAYS	\$21.97
		S101335980.001		PLUG IN RELAY/Socket	\$30.38
TOKAY SOFTWARE INC	P055608	15566	226219	ANNUAL SUPPORT FOR BACKFLOW	\$790.00
VERIZON WIRELESS		9749234500	225963	WTP SCADA LINE 7/20-8/19	\$25.58
WATER OPERATIONS TOTAL ****					\$98,270.55
Division:	413	WATER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P055563	242550	226094	5/8" MINUS TOP COURSE	\$148.13
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$31.34
				287243288881 6/27-7/26/15	\$62.45
				287243288881 6/27-7/26/15	\$12.62



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$18.52
				287243288881 6/27-7/26/15	\$13.73
				287243288881 6/27-7/26/15	\$23.48
				287243288881 6/27-7/26/15	\$15.50
				287243288881 6/27-7/26/15	\$15.65
				287243288881 6/27-7/26/15	\$13.16
BEAVER BARK & ROCK		697762	225840	SOD	\$29.87
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$1,092.65
				CITY UTILITY BILLS/JULY 2015	\$948.17
				CITY UTILITY BILLS/JULY 2015	\$560.52
				CITY UTILITY BILLS/JULY 2015	\$439.42
				CITY UTILITY BILLS/JULY 2015	\$181.34
				CITY UTILITY BILLS/JULY 2015	\$84.05
				CITY UTILITY BILLS/JULY 2015	\$2,113.81
				CITY UTILITY BILLS/JULY 2015	\$26,878.96
COLUMBIA GRAIN & FEED INC		135431	225857	FUEL PUMP	\$22.80
CRATER, DENNIS		072215	226249	CRATER-CDL ENDORSEMENT FEE	\$102.00
E H WACHS COMPANY	P054527	INV107931	226131	ADJUST SALES TAX	\$0.01
	P054527			InfraMAP STANDARD: SOFTWARE SY	\$3,256.91
	P054527			FIELD TRAINING-2 DAY PROGRAM.	\$3,750.00
	P054527			IMPLEMENTATION (GIS) OF infraM	\$4,344.00
	P054527			InfraMAP ENTERPRISE WITH VITAL	\$5,971.91
FASTENAL COMPANY		WARIC46621	226251	HEX CAP SCREWS	\$14.12
		WARIC51574	226141	HEX CAP SCREWS	\$26.28
GRAINGER	S016471	9793005035	226150	PLEATED FILTER ITEM #2W239	\$98.99
	S016471	9794351214		PLEATED FILTER ITEM #5W979	\$159.61
	S016471	9802452848		V-BELT ITEM #3X473	\$180.09
HD FOWLER COMPANY INC		I3972204	225806	GALV BUSHINGS	\$146.43
		I3979604	225882	1" FORD NUTS	\$106.21
JT AUTOMOTIVE PARTS INC DBA		339865	226161	BRAKE CLEANER	\$32.45
KELLER SUPPLY COMPANY		S008841333.001	226163	ELBOWS, BRASS NIPPLES	\$46.39
KELLEY'S TELE-COMMUNICATIONS INC	P054898	276308012015	225811	ANSWERING SERVICE CHARGES - WA	\$46.20
OXARC INC		R357056	226183	CYLINDER RENTALS	\$79.98
PARAMOUNT SUPPLY COMPANY	S016391	178022	226186	SOLENOID VALVE, 115V, ASCO RED	\$848.38
PRO BUILD COMPANY LLC		71460354	225929	SAW BLADES	\$37.96
		71460680	226192	WOOD STAKES	\$32.57
REXEL INC DBA		H279665	226053	OUTDOOR LED LAMP	\$156.80
		H291407		CLAMP STRAPS	\$7.92
RICHLAND ACE HARDWARE		209894	226054	ROLLER COVER	\$4.66
		209900		ROLLER COVERS	\$3.89
		209905		ROLLER COVERS	\$10.39



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		209953	226054	SOCKET	\$4.88
		209967		CANOPY COVERS	\$130.30
		209983		WEED CUTTER	\$20.62
		209990		CEMENT/TARP	\$92.82
		47394		POOL THERMOMETER	\$4.33
		47416		WEED BLOCK FABRIC	\$26.05
		47450		RATCHET/SOCKETS	\$53.17
STONEWAY ELECTRIC SUPPLY	S016326	S101213777.001	226207	LUMINAIRE, LED LOW-BAY/HIGH-BA	\$1,314.06
	S016326			BOTTOM LENS FOR REFLECTOR, 16"	\$53.21
	S016326			REFLECTOR FOR LUMINAIRE, CLEAR	\$193.31
	S016326	S101213777.002		BOTTOM LENS FOR REFLECTOR, 16"	\$53.21
		S101308843.001		B-LINE CHANNELS	\$84.32
		S101310122.001		TERMINAL BLOCK CONNECTIONS	\$26.34
		S101310353.001		INSTANT COLD GALVANIZE	\$10.19
		S101314576.001		CONDUIT CLAMPS/LOCKNUT	\$4.44
		S101323818.001		PHOTO CONTROL/CONDUIT	\$150.61
THE SHERWIN WILLIAMS CO		6398-5	225949	PAINT - TAP II	\$17.53
		6997-5		PAINT - TAP II	\$47.64
		7314-2	226070	PAINT	\$16.39
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5070192	226227	UTILITIES LOCATE SERVICE FOR	\$30.96
XEROX CORPORATION		079857232	226085	W7855PT BASE CHR/PRINTS-MAY	\$50.96
WATER MAINTENANCE TOTAL ****					\$54,555.66
WATER UTILITY FUND Total ***					\$200,951.90
FUND	403	WASTEWATER UTILITY FUND			
Division:	422	SEWER OPERATIONS			
ALS GROUP USA CORP DBA	P055420	51-309505-0	226092	WWTP INFLUENT & EFFLUENT 7-7-1	\$260.00
	P055420			WATER- OIL & GREASE TOTAL HEM	\$400.00
	P055420			WATER- TDS (TOTAL DISSOLVED SOL	\$18.00
	P055420			WATER- 335.4 TOTAL CYANIDE	\$80.00
	P055420			WATER- 420.1 PHENOLICS	\$90.00
	P055420			WATER- 1631E TOTAL MERCURY	\$120.00
	P055500	51-309662-0		MANHOLE P-276 7/15/15 SAMPLING	\$320.00
AMERIGAS		3042773260	226095	PROPANE-WASTEWATER	\$170.05
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$21.27
				287243288881 6/27-7/26/15	\$31.34
				287243288881 6/27-7/26/15	\$57.01
BENTON FRANKLIN HEALTH DISTRICT		7453	226102	WASTERWATER SAMPLES - JULY	\$529.00
CENTRAL HOSE & FITTINGS INC		416699	226109	GARDEN HOSE 50'	\$123.11
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$18,420.66
		7/2015-25	225992	#25 - BIOSOLIDS	\$2,261.00



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CLEAR EDGE FILTRATION INC	P055501	1196911	226117	BELT, 6647, 2.032M WIDE X 14.1	\$1,604.00
	P055501			FREIGHT	\$240.96
	P055501			BELT, 6647, 2.032M WIDE X 9.98	\$1,199.00
COLUMBIA ELECTRIC SUPPLY	P055511	5858-745270	226121	480V AC DRV 2HP PF40, AB CATAL	\$867.71
FASTENERS INC		S4359793.001	226142	EAR PLUGS	\$36.15
FEDERAL EXPRESS CORP		5-113-39928	225873	SHIPPING-ALS SAMPLES	\$23.85
FIELD INSTRUMENTS & CONTROLS INC	P055468	159269	226146	MERIDIAN UNIVERSAL GAS DETECTO	\$2,237.16
	P055468			NDA SHIPPING & HANDLING	\$214.59
	P055468	159495	226145	MERIDIAN SENSOR PENTANE IR SEN	\$543.00
	P055468			CALIBRATION ADAPTER, SCOTT SAF	\$54.30
	P055468			FREIGHT	\$75.56
	P055468			MERIDIAN OXYGEN SENSOR, SCOTT	\$162.90
	P055468	159508		MERIDIAN DELUGE GUARD, SCOTT	\$162.90
	P055468			FREIGHT	\$135.32
	P055468			SIMULATOR, SCOTT SAFETY ORDER	\$124.89
KAMAN INDUSTRIAL TECHNOLOGIES		A357805	225907	BALL BEARINGS	\$164.41
		Q3936938		BEARING SET	\$46.40
KUBWATER RESOURCES INC	P055457	05005	225908	PRICE ADJUSTMENT	\$0.01
	P055457			SALES TAX	\$242.69
	P055457			ZETAG 8819 POLYMER	\$2,821.91
MID COLUMBIA FORKLIFT INC		340014903	226176	CHARGED BATTERY/WIRE REPAIR	\$288.93
PARADISE BOTTLED WATER CO		7/15-WASTEWATER	226049	BOTTLED WATER	\$351.20
PARAMOUNT SUPPLY COMPANY		202191	226186	VALVE PACKING	\$724.09
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$12.19
POLYDYNE INC	P055542	986283	226189	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
RICHLAND ACE HARDWARE		209970	226199	HOSE SPRAY NOZZLES	\$21.70
UNITED PARCEL SERVICE	S016477	000986641325	225827	GROUND PKG TO CONSTRUCTION	\$4.21
USA BLUEBOOK	P055458	699702	225961	CORNING PYREX GRADUATED CYLIND	\$123.70
	P055458			ADJUST SALES TAX	(\$0.01)
	P055458			FREIGHT	\$23.32
	P055458			KIMBLE VOLUMETRIC PIPET, CLASS	\$73.25
WASTE MANAGEMENT		0092839-1819-2	226235	POL SERVICE COMPOST PAD	\$102.24
SEWER OPERATIONS TOTAL ****					\$41,011.97
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$31.34
				287243288881 6/27-7/26/15	\$18.90
				287243288881 6/27-7/26/15	\$34.12
				287243288881 6/27-7/26/15	\$25.80
				287243288881 6/27-7/26/15	\$42.80
				287243288881 6/27-7/26/15	\$13.16
CH2O INC		235785	226110	BOILER TESTNG-JULY 2015 BW LBR	\$62.61



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COAST CRANE COMPANY		DI/066201	226118	BOOM TRUCK RENTAL - #2 AB	\$713.12
FASTENAL COMPANY		WARIC51757	226141	DRILL BITS	\$27.05
FASTENERS INC		S4333375.001	225872	TIE WRAPS/SCOTCH BRITE	\$53.18
		S4342387.001	226142	LED FLASHLIGHT/BRK CLEANER	\$254.11
		S4349644.001		SHOP VAC	\$86.87
		S4359793.001		HEX KEYS	\$12.99
KELLEY'S TELE-COMMUNICATIONS INC	P054898	276308012015	225811	ANSWERING SERVICE CHARGES - WA	\$46.20
RICHLAND ACE HARDWARE		209966	226199	STAKES/WIRE	\$22.27
		47356	226054	MOUNTING TAPE	\$10.85
		47624	226199	MARKET UMBRELLA	\$46.01
STONEWAY ELECTRIC SUPPLY		S101313006.001	226207	PUSHBUTTON SWITCH	\$67.23
TACOMA SCREW PRODUCTS INC		22122635	226209	HEX CAP SCREWS	\$1.81
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5070192	226227	UTILITIES LOCATE SERVICE FOR	\$30.96
VERIZON WIRELESS		9749234499	226079	WWTP SCADA 7/20-8/19-15	\$105.60
SEWER MAINTENANCE TOTAL ****					\$1,706.98
WASTEWATER UTILITY FUND Total ***					\$42,718.95
FUND 404	SOLID WASTE UTILITY FUND				
Division:	432	SOLID WASTE COLLECTION			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$62.45
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$252.15
CLAYTON WARD COMPANY		8151005	226116	CURBSIDE RECYCLING-JULY	\$3,992.50
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$282.29
RULE STEEL TANKS INC	S016462	0020570-IN	226201	DURAFLEX DOUBLE-WALL LID #3859	\$796.00
	S016462			DURAFLEX DOUBLE-WALL LID #3648	\$717.00
	S016462			FREIGHT	\$150.00
SOLID WASTE COLLECTION TOTAL ****					\$6,252.39
Division:	433	SOLID WASTE DISPOSAL			
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$31.34
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$1,437.13
MITCHELL, FRANK		JULY 2015	225813	MITCHELL-MILEAGE JULY 2015	\$28.18
PARADISE BOTTLED WATER CO		7/15-LANDFILL	226253	BOTTLED WATER-JULY	\$129.09
SOLID WASTE DISPOSAL TOTAL ****					\$1,625.74
SOLID WASTE UTILITY FUND Total ***					\$7,878.13
FUND 405	STORMWATER UTILITY FUND				
Division:	440	STORMWATER CAPITAL PROJECTS			
BEAVER BARK & ROCK		693419	225792	COUNTRY RIDGE STORM REPAIR	\$71.68
		694086		COUNTRY RIDGE STORM REPAIR	\$108.58
		696657		COUNTRY RIDGE STORM REPAIR	\$41.81



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STORMWATER CAPITAL PROJECTS TOTAL ****					\$222.07
Division: 441	STORMWATER				
AT&T WIRELESS		7/15-287243288881	226096	287243288881 6/27-7/26/15	\$17.50
CENTRAL HOSE & FITTINGS INC		416525	226109	HYD PLUGS/FITTINGS	\$212.49
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$248.46
HD FOWLER COMPANY INC		I3993121	226153	HYDRANT 4'	\$281.95
STORMWATER TOTAL ****					\$760.40
STORMWATER UTILITY FUND Total ***					\$982.47
FUND 407	MEDICAL SERVICES FUND				
Division: 000					
AMBULANCE REFUND		2014-03430	226038	REFUND CLAIM OVERPAYMENT	\$17.40
		2014-04153	226044	REFUND-L&I PAID CLAIM	\$339.50
		2015-00224	226078	REFUND OVERPAYMENT	\$88.99
		2015-00512	226051	REFUND-L&I PAID CLAIM	\$221.60
		2015-00583	226029	REFUND OVERPAYMENT	\$89.86
UNASSIGNED TOTAL ****					\$757.35
Division: 121	AMBULANCE				
BOUND TREE MEDICAL LLC		81804592	225796	SURGICAL TAPE	\$47.77
		81804593		ANECTINE	\$68.90
		81805900		SOLU-MEDROL/EPHINEPHRINE	\$102.17
		81807394		EXAM GLOVES/SALINE/TAPE	\$338.36
		81808876		LANCETS	\$24.21
		81810351		IV SET/THERMOMETER/LP PAPER	\$342.01
		81810352		LEVOPHED/GLUCAGEN/ATROPINE	\$428.29
		81811811		EXAM GLOVES/SALINE	\$231.82
		81811812		IV SET/GLUCOSE STRIPS/SALINE	\$390.06
		81813249		ONDANSETRON	\$87.50
		81813251		IV SETS/BANDAGE	\$295.62
		81813252		AMIODARONE	\$39.90
		818141815		BACKBOARD W/REEVES SLEEVE	\$675.70
		81814816		IV SET	\$131.00
		81817510		6-WIRE LEADS	\$181.35
		81817511		ELECTRODES/SPLINTS/LANCETS	\$372.53
		81820366		ET TUBES/SALINE/HYPO NEEDLES	\$368.07
		81820367		PEDIATRIC DEFIB PADS	\$230.21
		81823019		THERMOMETER	\$103.15
		81823020		ALBUTEROL	\$8.29
		81825694		RECURONIUM	\$31.47
		81825695		SALINE	\$51.24



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC		81827166	225796	IV SETS/EXAM GLOVES/BIO BAGS	\$1,409.62
		81828685		HYPODERMIC NEEDLES	\$12.69
		81830101		IV SETS/GLUCOSE STRIPS/SALINE	\$330.78
		81832685		EXT COLLARS/IV SETS	\$358.80
		81834707		GLUCAGEN	\$244.99
CITY OF RICHLAND	7/2015 JULY		226111	CITY UTILITY BILLS/JULY 2015	\$1,192.58
OXARC INC	1339FPS		225924	MEDICAL OXYGEN	\$57.67
	1755GPS			MEDICAL OXYGEN	\$68.52
	2852GPS			OXYGEN/ALUMINUM	\$365.44
	5484EPS			MEDICAL OXYGEN	\$68.52
	6149FPS			MEDICAL OXYGEN	\$29.96
	R351082			OXYGEN CYLINDERS	\$34.71
PITNEY BOWES PURCHASE POWER	8/2015-14823173		226196	14823173 POSTAGE 7/1-7/31/15	\$203.26
POCKETINET COMMUNICATIONS INC	90985		225817	STATION INTERNET FEES-JULY	\$46.75
SPRINT	147658811-091		225822	LIFEPAK SRVC CHRGS 5/15-6/14	\$151.24
	891160522-136			RFD CELL PHONES 5/18-6/17/15	\$36.42
STERICYCLE INC	3003058862		225942	BIO WASTE DISPOSAL FEE	\$47.03

AMBULANCE TOTAL ****

\$9,208.60

MEDICAL SERVICES FUND Total ***

\$9,965.95

FUND 408

BROADBAND FUND

Division:

460

BROADBAND ADMINISTRATION

CITY OF RICHLAND	7/2015 JULY		226111	CITY UTILITY BILLS/JULY 2015	\$172.98
PARAMOUNT COMMUNICATIONS INC	C70-15 RETAINAGE		226185	C70-15 RETAINAGE	\$340.00

BROADBAND ADMINISTRATION TOTAL ****

\$512.98

BROADBAND FUND Total ***

\$512.98

FUND 501

CENTRAL STORES FUND

Division:

000

HORIZON DISTRIBUTION INC	P055467	875994	225888	TAPE, MASKING, 2 IN X 60 YARD	\$48.87
	P055467			DEODORANT ROOM SPRAY, LYSOL	\$52.68
	P055467			TAPE ,TEFLON, 1/2" X 520",	\$34.75
	P055467			WRENCH, ALLEN, HEX KEY SET,	\$53.76
	P055467			PLIERS, LOCKING, 10", STRAIGHT	\$22.20
	P055467			PADLOCK, MASTERLOCK 3D, NO SUB	\$27.11
	P055467			CLEANER GLASS, WINDEX, 1 GAL	\$56.91
	P055467			HOSE NOZZLE, PISTOL GRIP,	\$59.43
	P055467			PAD, SCOURING 9IN X 6IN,	\$80.08
	P055467			HAMMER, FRAMING,22 OZ, RIPPING	\$89.23
	P055467			SUNSCREEN, 1-1/2 OR 2 OUNCE	\$96.44



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HORIZON DISTRIBUTION INC	P055467	875994	225888	SHOVEL, ROUND POINT, 48" FIBER	\$97.41
	P055467			EYE WASH, 1 OZ, UNITIZED BOX,	\$11.69
	P055467			BLEACH HOUSEHOLD, LIQUID, 1GAL	\$136.14
	P055467			CONE CUP, 4.25 OZ. ROLLED RIM,	\$181.36
	P055467			ARMOR ALL ORIGINAL PROTECTANT,	\$178.80
	P055467			GREASE GUN, PISTOL GRIP W/18"	\$167.35
	P055467			UTILITY KNIFE-RETRACTING BLADE	\$163.14
	P055467			KNIFE LINOLEUM, RED DEVIL 4606	\$8.62
	P055467			TAPE BARRICADE YELLOW CAUTION,	\$137.62
	P055467			TAPE MEASURE, STEEL, 25 FT,	\$134.23
	P055467			SHOVEL, SQUARE POINT, 48" WOOD	\$128.76
	P055467			SHOVEL, ROUND POINT, 48" WOOD	\$128.76
	P055467			SHACKLE, 3/8 SCREW PIN,1.5 TON	\$11.29
	P055467			ADJUST SALES TAX	(\$0.02)
	P055467	876696		TAPE, BOX SEALING 2" X 60 YD	\$184.14
	P055467			ARMOR ALL MULTI-PURPOSE AUTO	\$35.58
	P055467	877672		DEODORANT ROOM SPRAY, LYSOL	\$489.19
	P055467			ADJUST SALES TAX	(\$0.01)
	P055467			BLEACH HOUSEHOLD, LIQUID, 1GAL	\$34.04
UNASSIGNED TOTAL ****					\$2,849.55
CENTRAL STORES FUND Total ***					\$2,849.55
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	000				
NORCO INC	P055504	16407900	226179	FIRE EXTINGUISHER,5#, ABC, DRY	\$961.11
UNASSIGNED TOTAL ****					\$961.11
Division:	214	EQUIPMENT MAINTENANCE			
ALTEC INDUSTRIES INC		5216921	225976	SERVICE REPAIR VEH 3325/40150	\$374.67
AMERICAN RADIATOR INC		AA095693	225833	RBLD BLT HDR VEH 3283 WO 39879	\$1,006.72
CASCADE FIRE EQUIPMENT CORP DBA		116007	225988	FIELD KITS VEH 5036 WO 39787	\$434.40
CENTRAL HOSE & FITTINGS INC		415881	225850	HYD ASSY VEH 7092 WO 39939	\$51.37
		416366		PRS WSH HOSE VEH 3228 WO 39990	\$123.46
		416462		HYD ASSY VEH 5033 WO 40005	\$94.33
		416491		1/4 MJ-MB VEH 5033 WO 40005	\$18.31
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$4,347.74
CLUSTER FIX LLC		571631	225853	LENS VEH 2413 WO 39963	\$48.87
		571669		CLSTR RBLD VEH 3268 WO 39704	\$205.25
		571670		GUAGE RPR VEH 3213 WO 39987	\$157.47
CLYDE WEST		00360269	225854	TANK PART VEH 7140 WO 40012	\$72.83
		00360270		SCRD PLT VEH 7140 WO 40012	\$2,588.13



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COAST CRANE COMPANY		DI/065803	225855	DECALS VEH 3295 WO 39740	\$2,723.03
COLUMBIA GRAIN & FEED INC		135415	225857	FUEL TANK VEH 3286 WO 39928	\$275.30
		135647	225995	FUEL METER VEH 3286 WO 39928	\$96.80
COLUMBIA RIGGING CORP		26625	225996	9FT WEB SLNG VEH 3313 WO 39477	\$68.98
COMMERCIAL TIRE INC		213087	225860	TIRE VEH 1105 WO 40057	\$164.24
		213089		TIRE VEH 1103 WO 40052	\$164.24
		213091		TIRE VEH 1108 WO 40053	\$164.24
		213120		TIRE REPAIR VEH 3320 WO 40043	\$59.74
		213121		TIRE REPAIR VEH 3292 WO 40048	\$59.74
		213125		TIRE VEH 3243 WO 40059	\$265.32
		213126		ALIGNMENT VEH 3195 WO 40067	\$59.74
		213127		ALIGNMENT VEH 2290 WO 40066	\$59.74
		213128		TIRE REPAIR VEH 3240 WO 40041	\$36.92
		213130		TIRE REPAIR VEH 3315 WO 40039	\$36.92
		213131		TIRE VEH 3284 WO 40038	\$420.57
		213132		TIRE VEH 3230 WO 40051	\$428.07
		213134		BALANCE VEH 3286 WO 40070	\$130.32
		213137		TIRE REPAIR VEH 3292 WO 40078	\$36.92
		213138		TIRE REPAIR VEH 4142 WO 40065	\$36.92
		213139		TIRE REPAIR VEH 2386 WO 40068	\$7.61
		213140		TIRE REPAIR VEH 3282 WO 40058	\$36.92
		213141		4 TIRES VEH 2398 WO 40064	\$1,623.51
		213262		2 TIRES VEH 1101 WO 40054	\$328.48
		213264		2 TIRES VEH 1106 WO 40054	\$328.48
		213265		TIRE VEH 4112 WO 40061	\$97.72
		213436		ROTATE DRVS VEH 3280 WO 40047	\$65.16
		213437		TIRE VEH 7113 WO 40063	\$188.19
		213438		TIRE REPAIR VEH 6587 WO 40050	\$8.69
		213440		TIRE REPAIR VEH 6566 WO 40049	\$8.69
		213452		2 TIRES VEH 3315 WO 40045	\$1,660.62
		213455		8 TIRES VEH 3285 WO 40046	\$1,880.74
		213477		TIRE REPAIR VEH 3205 WO 40069	\$36.92
		213487		TIRE REPAIR VEH 3230 WO 40051	\$36.92
		213538		TIRE VEH 1105 WO 40056	\$164.24
		213624		4 TIRES VEH 2399 WO 40098	\$1,623.51
		213646		TIRE REPAIR VEH 3311 WO 40099	\$45.07
		213647		SPARE ON VEH 3284 WO 40100	\$8.15
		213648		TIRE REPAIR VEH 7109 WO 40097	\$27.16
		213792	225997	TIRES & RPRS VEH 3284 WO 40126	\$1,927.36
		213793		ROTATE DRVES VEH 3290 WO 40128	\$65.16
		213794		TIRE REPAIR VEH 3175 WO 40125	\$36.92



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From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		213807	225997	TIRE DISPSL VEH 3285 WO 40127	\$7.50
		213836		REPAIR FLAT VEH 3205 WO 40158	\$36.92
		213899		TIRES VEH 2386 WO 40157	\$519.34
		213903		REPAIR FLAT VEH 4142 WO 40160	\$36.92
		213904		TIRES VEH 3269 WO 40159	\$407.94
		213905		REPAIR FLAT VEH 3213 WO 40161	\$36.92
CONNELL OIL INC		0122476-IN	226123	LUBE PRODUCTS	\$2,739.87
		0122561-IN		LUBE PRODUCTS	\$1,128.30
CUMMINS NORTHWEST LLC		010-14175	225865	INSITE LITE LICENSE	\$462.64
EMERALD SERVICES INC DBA		I365468	226136	REMOVE WASTE COOLANT	\$94.70
FASTENERS INC		S4333446.002	226142	HEX CAP SCREWS	\$36.71
		S4351887.001		WASHERS/SCREWS/GLOVES	\$254.03
GENUINE AUTO GLASS OF TRI CITIES LLC		1-608585	225878	WINDSHIELD VEH 1211 WO 39920	\$226.20
		608683		W/S LABOR VEH 3284 WO 39937	\$108.60
		608812		WINDSHIELD VEH 3213 WO 39987	\$140.97
GROVER DYKES AUTO GROUP INC DBA		361809	225881	ELEMENT VEH 5032 WO 39860	\$90.19
		361881		CONVERTERS VEH 2416 WO 39834	\$1,169.76
		361931		SENSOR VEH 2416 WO 39834	\$101.37
		362291		ACTUATORS VEH 1347 WO 39953	\$229.17
		363236	226012	REMOTE CON VEH 2439 WO 40144	\$105.89
JIM'S PACIFIC GARAGES INC		1175959	226020	VALVE RETURN	(\$11.44)
		1177549		ALIGNMENT VEH 3286 WO 39958	\$292.68
		1177838		ALIGNMENT VEH 3222 WO 40141	\$292.68
		1178195	225895	STEERING VEH 3286 WO 39958	\$1,965.41
		1178400		SFTY FLAP VEH 3213 WO 39987	\$48.39
		1178513		STRNG PUMP VEH 3286 WO 39958	\$588.94
		1178905	226020	ALIGNMENT VEH 3296 WO 39550	\$203.08
		X100000609		FITTINGS VEH 4122 WO 40093	\$74.92
		X100000612		BOLTS/NUTS VEH 3213 WO 40092	\$70.52
		337336	225896	AUTOTRAK VEH 3268 WO 39704	\$63.48
JT AUTOMOTIVE PARTS INC DBA		337337		FILTER VEH 3292 WO 39522	\$25.39
		337348		BELTS VEH 3292 WO 39711	\$112.64
		337428		HEADLAMP VEH 1348 WO 39505	\$8.60
		337440		CARB TUN VEH 2358 WO 39712	\$9.52
		337450		BALL JOINTS VEH 3195 WO 39723	\$237.78
		337463		SEVERE DUTY VEH 3310 WO 39665	\$49.20
		337512		LAMP - SHOP SUPPLIES	\$7.82
		337660		BELT VEH 4000 WO 39775	\$8.86
		337672		BRK CLEANER VEH 3315 WO 39468	\$6.06
		337721		FLOOR DRY VEH 7200 WO 39757	\$131.13
		337880		ORING/WSHERS VEH 3301 WO 39739	\$67.98



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		337886	225896	FILTER VEH 3255 WO 39700	\$14.23
		337891		U-JOINT VEH 3280 WO 39782	\$13.56
		337898		CV DRV AXLE VEH 2342 WO 39777	\$72.91
		337910		U-JOINTS VEH 3280 WO 39782	\$54.26
		337930		RETURN BALL JOINT	(\$43.42)
		337933		ABSORBENT - SHOP SUPPLY	\$215.03
		337947		DEF VEH 6000 WO 39790	\$14.37
		337949		FILTERS VEH 1381 WO 39796	\$23.86
		337955		BRAKE CLNR VEH 5036 WO 39787	\$6.06
		337970		BRAKE CLNR VEH 3282 WO 39545	\$12.12
		337999		FILTERS/DEF VEH 7152 WO 39811	\$260.66
		338000		DSC BRK RTR VEH 2290 WO 39684	\$81.95
		338006		FILTERS VEH 3291 WO 39809	\$235.24
		338008		FILTERS VEH 2414 WO 39799	\$27.48
		338009		FILTERS VEH 3234 WO 39812	\$15.96
		338011		FILTERS VEH 2419 WO 39800	\$15.87
		338012		FILTERS VEH 2388 WO 39807	\$12.84
		338016		OIL/FILTERS VEH 3151 WO 39808	\$33.81
		338017		FILTERS/DEF VEH 7146 WO 39810	\$263.18
		338033		FILTERS VEH 5038 WO 39823	\$283.83
		338034		FILTERS VEH 2363 WO 39801	\$18.82
		338036		FILTERS VEH 3256 WO 39803	\$16.45
		338038		FILTERS VEH 3257 WO 39804	\$16.08
		338039		FILTERS VEH 3225 WO 39802	\$16.15
		338040		FILTERS VEH 3293 WO 39805	\$16.06
		338041		FILTERS VEH 3303 WO 39806	\$16.06
		338043		FILTERS VEH 2378 WO 39817	\$16.06
		338044		FILTERS VEH 2355 WO 39819	\$19.45
		338045		FILTERS VEH 7127 WO 39818	\$63.10
		338046		FILTERS VEH 2353 WO 39813	\$16.62
		338047		FILTERS VEH 2367 WO 39816	\$15.77
		338048		FILTERS VEH 3280 WO 39822	\$121.08
		338049		FILTERS VEH 3283 WO 39824	\$141.55
		338050		FILTERS VEH 3309 WO 39825	\$125.09
		338051		FILTERS VEH 3315 WO 39826	\$126.79
		338053		BATTERY VEH 3286 WO 39285	\$84.46
		338152		FILTERS VEH 2416 WO 39835	\$15.87
		338166		FILTERS VEH 1106 WO 39839	\$18.69
		338167		FILTERS VEH 1107 WO 39840	\$18.69
		338168		FILTERS VEH 1105 WO 39838	\$18.69
		338169		FILTERS VEH 1201 WO 39841	\$18.69



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		338171	225896	FILTERS VEH 1206 WO 39843	\$18.69
		338173		FILTERS VEH 1210 WO 39847	\$15.59
		338175		FILTERS VEH 1369 WO 39848	\$9.87
		338176		FILTERS VEH 1209 WO 39846	\$18.69
		338177		FILTERS VEH 1382 WO 39850	\$15.41
		338179		FILTERS VEH 2327 WO 39852	\$16.55
		338180		FILTERS VEH 39851 WO 2314	\$11.82
		338181		FILTERS VEH 2368 WO 39853	\$16.06
		338182		FILTERS VEH 2369 WO 39854	\$16.06
		338183		FILTERS VEH 1208 WO 39845	\$18.69
		338184		FILTERS VEH 2406 WO 39855	\$18.44
		338185		FILTERS VEH 2413 WO 39856	\$15.59
		338186		FILTERS VEH 1207 WO 39844	\$18.69
		338187		FILTERS VEH 1202 WO 39842	\$18.69
		338188		FILTERS VEH 1103 WO 39197	\$18.69
		338189		FILTERS VEH 1101 WO 39836	\$18.69
		338190		FILTERS VEH 3235 WO 39861	\$26.18
		338193		FILTERS VEH 2428 WO 39857	\$12.20
		338194		FILTERS VEH 2429 WO 39858	\$12.20
		338196		FILTERS VEH 3271 WO 39859	\$71.60
		338223		LAMPS VEH 5032 WO 39860	\$21.73
		338267		FILTERS VEH 3286 WO 39904	\$17.25
		338278		RADIATOR VEH 3235 WO 39868	\$217.07
		338282		BULB VEH 1207 WO 39867	\$4.14
		338299		FILTERS VEH 3286 WO 39904	\$13.49
		338300		FLAP WHEELS VEH 3296 WO 39550	\$10.19
		338302		FLAP WHLS VEH 3296 WO 39550	\$42.70
		338326		LAMPS/DEF VEH 3332 WO 39820	\$36.70
		338335		HAMMER/CUTTR VEH 3296 WO 39550	\$90.14
		338363		FILTER VEH 7145 WO 39832	\$120.13
		338402		SAE 30 VEH 3151 WO 39808	\$10.81
		338414		IMPCT SCKT WARRANTY RETURN	\$16.60
		338416		FILTERS VEH 1108 WO 39883	\$11.24
		338428		FILTERS VEH 7143 WO 39907	\$265.30
		338431		RETURN SAE30 VEH 3151 WO 39808	(\$10.81)
		338436		FILTERS VEH 5032 WO 39860	\$332.15
		338455		WARRANTY RETURN	(\$16.60)
		338461		CAPSULE VEH 2382 WO 39874	\$9.56
		338474		BELT/PIP SLR VEH 3310 WO 39886	\$40.45
		338504		MALE ADA VEH 3296 WO 39550	\$3.91
		338511		BLADES VEH 1107 WO 39903	\$30.93



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		338513	225896	FILTERS VEH 1376 WO 39849	\$15.41
		338514		PENETRNT PLS VEH 3292 WO 39914	\$38.09
		338517		PENETRANT VEH 3292 WO 40003	\$38.09
		338527		ABS SNSRS VEH 2358 WO 39910	\$114.31
		338529		HUB ASSY VEH 2358 WO 39910	\$161.98
		338530		EXTREME DUTY IW - SHOP TOOLS	\$237.83
		338550		DEF VEH 3329 WO 39909	\$14.37
		338621		FILTER VEH 6562 WO 39927	\$2.69
		338687		FUSE HLDR VEH 5046 WO 39915	\$3.74
		338688		SCOTSEAL PLS VEH 3212 WO 39913	\$50.46
		338689		FILTERS VEH 6562 WO 39927	\$29.33
		338693		WHL NUT VEH 2358 WO 39910	\$19.44
		338763		FILTERS VEH 7092 WO 39940	\$55.43
		338775		BRAKES VEH 1206 WO 39946	\$229.73
		338809		FILTER VEH 3284 WO 39944	\$5.06
		338834		TRLR WIRE VEH 2256 WO 39962	\$16.32
		338838		FILTER VEH 2284 WO 39954	\$12.22
		338869		BATTERY VEH 2302 WO 39948	\$86.73
		338903		WTR PMP/THRM VEH 3225 WO 39955	\$140.44
		338905		DEF VEH 3321 WO 39957	\$14.37
		338912		BLADES VEH 1209 WO 39846	\$30.93
		338918		THERMOSTAT VEH 3225 WO 39955	\$8.15
		338927		SLNT UJOINT VEH 3283 WO 39879	\$142.05
		338946		PIPE SLR VEH 3282 WO 39917	\$10.85
		338994		FILTERS VEH 3331 WO 39971	\$34.30
		339009		FILTER RETURN	(\$167.44)
		339030		FILTERS VEH 2258 WO 39974	\$10.28
		339032		FILTERS VEH 2359 WO 39975	\$18.82
		339033		FILTERS VEH 2360 WO 39976	\$16.08
		339034		FILTERS VEH 2417 WO 39977	\$15.87
		339035		FILTERS VEH 2418 WO 39978	\$15.87
		339036		FILTERS VEH 2421 WO 39979	\$15.87
		339037		FILTERS VEH 3264 WO 39980	\$16.55
		339038		FILTERS VEH 3277 WO 39981	\$16.55
		339039		FILTERS VEH 3287 WO 39982	\$16.06
		339040		FILTERS VEH 3326 WO 39983	\$15.77
		339057		DEF VEH 3331 WO 39971	\$14.37
		339067		BLADES VEH 1103 WO 39197	\$30.93
		339144		FILTERS VEH 3228 WO 39991	\$143.36
		339180		SHOCKS VEH 3296 WO 39550	\$128.13
		339187		FILTER VEH 3228 WO 39990	\$56.23



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		339236	225896	HALOGEN VEH 3244 WO 39457	\$9.23
		339313		PIPE SEAL VEH 3329 WO 39970	\$21.70
		339314		FILTERS VEH 3213 WO 40006	\$175.68
		339400		BLADES VEH 1202 WO 39842	\$30.93
		339402		CAPSULE VEH 1104 WO 39995	\$9.56
		339406		BLADE VEH 2284 WO 39954	\$7.44
		339454		CAPSULE VEH 2382 WO 39992	\$9.56
		339492		FILTERS VEH 2386 WO 40024	\$17.83
		339497	226161	FILTER RTRN VEH 3328 WO 39991	(\$11.24)
		339518	225896	BULB VEH 1201 WO 40018	\$4.14
		339519		BLADES VEH 1105 WO 39838	\$30.93
		339527		FUSES VEH 3266 WO 40026	\$84.23
		339538		FILTERS VEH 2399 WO 40030	\$15.77
		339690		FILTERS VEH 2438 WO 40042	\$15.55
		339691		DEF VEH 3332 WO 40034	\$21.70
		339714		RELAY VEH 1108 WO 40060	\$19.81
		339720		FILTERS VEH 3142 WO 40071	\$200.95
		339748		FILTERS VEH 3280 WO 40085	\$56.06
		339755		HUB CAP VEH 3175 WO 40088	\$20.22
		339784		STROBE BCN VEH 3325 WO 40076	\$154.31
		339791		FLTR/BRK CL VEH 3310 WO 40009	\$89.75
		339805		FILTER VEH 3280 WO 40085	\$14.23
		339807		DEF VEH 5043 WO 40091	\$10.85
		339816		LAMP VEH 3308 WO 40013	\$23.81
		339878		FILTER VEH 3213 WO 40006	\$10.45
		339881	226161	DEF VEH 3380 WO 40108	\$43.40
		339911		BATTERIES VEH 3251 WO 40013	\$621.67
		339912		BATTERY VEH 3286 WO 39928	\$155.42
		339971		SWITCH VEH 6543 WO 40119	\$10.60
		340009	225896	WNDSHLD WA VEH 2382 WO 40139	\$16.75
		340019	226161	V-BELT VEH 7122 WO 39965	\$59.10
		340147	225896	LMP/FLT VEH 2408/5308 WO 40138	\$22.05
		340150		FILTERS VEH 2420 WO 40140	\$15.87
		340227	226161	DISC PAD VEH 2420 WO 40147	\$62.67
		340228		FILTERS VEH 3282 WO 40010	\$228.73
		340250		BLADE VEH 2420 WO 40147	\$26.04
		340333		IMPACT SOCKET	\$16.60
		340381		RAD HOSES VEH 2260 WO 40153	\$28.15
		340408		THERMOSTAT VEH 2260 WO 40153	\$7.34
		340416		GASKET VEH 2260 WO 40153	\$1.38
		340418		RAD HOSE VEH 2260 WO 40153	\$19.19



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		340423	226161	WHEEL NUT VEH 2260 WO 40153	\$11.13
		340516		PWRFLW RAD VEH 2260 WO 40153	\$105.71
		340539		FILTER RETURN	(\$8.28)
		340561		DEF VEH 3321 WO 40116	\$10.85
LES SCHWAB TIRE CENTER		42800123664	225910	ALIGNMENT VEH 1201 WO 39968	\$90.68
		42800124236		ALIGNMENT VEH 1103 WO 39986	\$90.68
		42800124411		ALIGNMENT VEH 1202 WO 40044	\$90.68
MCCURLEY CHEVROLET		374226	225915	DETAIL VEH 2418 WO 39950	\$221.54
		883105		ACTUATORS VEH 2369 WO 39828	\$206.38
		883255		CONNEC VEH 2393 WO 39870	\$8.12
		883342		SENSOR VEH 2345 WO 39865	\$66.81
		883355		COMP/SEALS VEH 1108 WO 39882	\$463.21
		883459		REGULA VEH 1107 WO 39903	\$153.65
		883509		TAN FRT/R VEH 2395 WO 39922	\$58.01
		883510		BLACK FRT VEH 2402 WO 39923	\$58.35
		883511		BLACK FRT VEH 2346 WO 39924	\$58.35
		883512		BLACK FRT VEH 2403 WO 39925	\$58.35
		883539		HUB VEH 2358 WO 39910	\$218.32
		883541		HUB VEH 2358 WO 39910	\$218.32
		883739		HOSE VEH 1206 WO 39941	\$111.14
		883805		ABSORBERS VEH 2413 WO 39963	\$165.40
		883817		NUTS VEH 1206 WO 39941	\$7.15
		883867		SLNT/GSKT VEH 3225 WO 39955	\$50.53
		883981		SHOCKS VEH 1103 WO 39986	\$314.46
		884038		WEATHE VEH 3234 WO 39989	\$79.82
		884083		INSU VEH 1103 WO 39986	\$30.76
		884087		BDY,SNSR,GSK VEH 3268 WO 39993	\$407.14
		884105		SHOCKS VEH 1202 WO 40044	\$345.22
		884137		FLUIDS VEH 3268 WO 39704	\$27.71
		884176		DEXOS OIL	\$726.53
		884186		SHOCKS VEH 9500 WO 40040	\$285.49
		884308		HARNESS VEH 2382 WO 39992	\$43.08
		884311		LUMBAR VEH 2364 WO 40016	\$190.50
		884490	226032	MODU VEH 2411 WO 40032	\$324.08
		884702		FILTERS VEH 9500 WO 40112	\$558.95
		884786		INJECT VEH 1104 WO 40120	\$65.66
		884826		12X 25OIL	\$59.82
		884827		FILTERS VEH 9500 WO 40112	\$457.33
		884858		HANDLE VEH 2272 WO 40132	\$58.34
		885022		ACTUATOR VEH 1382 WO 40155	\$40.25
MOBILE FLEET SERVICE INC		1251940030	225920	KNOB VEH 3222 WO 39774	\$23.80



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOBILE FLEET SERVICE INC		1251980007	225920	KNGPN/LTCH VEH 3222 WO 39774	(\$480.95)
		1251980015		CAP VEH 3212 WO 39913	\$90.86
		1251980066		E6 VALVE VEH 3212 WO 39913	\$106.95
		1252080047		BEZEL VEH 3320 WO 39935	\$269.40
MONARCH MACHINE & TOOL CO INC		B178803	225921	REAM BSHNGS VEH 3222 WO 39774	\$103.17
		B179226	226177	SPRAY SHAFT VEH 7141 WO 40035	\$336.55
OXARC INC		R357058	226183	SHOP GASSES	\$152.07
PARAMOUNT SUPPLY COMPANY		192985	225927	GLBL TYP ADP VEH 3291 WO 39908	\$56.15
RMT EQUIPMENT		T17070	225934	BRK SH KITS VEH 7145 WO 39831	\$2,043.71
		T17150		FILTER VEH 7145 WO 39832	\$128.30
ROWAND MACHINERY CO		182142	225937	GRND RLLR VEH 7122 WO 39965	\$769.51
		182640		FLTERS VEH 7142 WO 39985/39984	\$2,249.13
		182731		RTRN EDGES VEH 7142 WO 39985	(\$1,452.68)
		182733		EDGES VEH 7142 WO 39985	\$1,938.46
		182734		FLANGE VEH 7108 WO 39999	\$7.87
		182838		BLOCKS VEH 7108 WO 39999	\$25.92
		183471	226200	BRNG FLANGE VEH 7122 WO 39965	\$230.93
RUSS DEAN INC		546922	226058	BULBS VEH 5043 WO 40091	\$76.85
SIX STATES DISTRIBUTORS INC		06 225310	225938	TAPER CP/CN VEH 3296 WO 39550	\$375.17
		16 037633		BRNG UJOINT VEH 3286 WO 39958	\$575.20
SONSHINE COLLISION SERVICES INC		29094	225940	REPAIR VEHICLE 1103 WO 39943	\$4,846.09
TACOMA SCREW PRODUCTS INC		22122331	225944	SCRWS/NUTS VEH 3296 WO 39550	\$30.84
		22122353		CHN WRNCH VEH 3291 WO 39877	\$68.14
		22122655		VAPR CART KIT/RESPIRATOR -SHOP	\$59.19
		22123164		SCRWS/NUTS VEH 3286 WO 39958	\$12.78
		22123177		SCREW VEH 7108 WO 39999	\$1.51
		22123759		SCRWS/NUTS VEH 0030 WO 40037	\$19.82
		22123760		RTNR ORNG ST VEH 0030 WO 40037	\$13.73
		22123761		RTNR ORNG ST VEH 0030 WO 40037	\$13.73
TEREX UTILITIES INC		90279154	225945	WEAR PADS VEH 3295 WO 39740	\$37.56
		90279810		SHEAVE/RSTPD VEH 3253 WO 39676	\$117.95
THE FAB SHOP LLC		22798	225948	CIRUS CNTRL VEH 3321 WO 39916	\$1,794.16
TIM BUSH MOTOR COMPANY DBA		1440	226216	VEHICLE WASHES - JULY	\$156.00
TIRE FACTORY INC DBA		03-108129	225951	TIRE REPAIR VEH 4122 WO 39942	\$54.64
		03-108255		TIRE REPAIR VEH 2401 WO 39959	\$18.41
		03-108371		STRUT REPR VEH 1103 WO 39986	\$208.51
		03-108373	226073	STRUTS REPR VEH 1202 WO 40044	\$211.23
		03-108475		TIRE REPAIR VEH 3187 WO 40118	\$18.41
		03-108506		TIRE REPAIR VEH 7144 WO 40090	\$21.39
TRANSPORT EQUIPMENT CO INC DBA		PASCM8664561	226076	CORE CREDIT VEH 5038 WO 40021	(\$81.45)
		PASIN1434996	225956	BLOW GN CAB VEH 3284 WO 39821	\$22.82



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRANSPORT EQUIPMENT CO INC DBA		PASIN1436972	225956	BRAKE KITS VEH 3222 WO 39774	\$125.43
		PASIN1438880		CHAMBER VEH 3315 WO 39863	\$38.43
		PASIN1442105		SEALS VEH 3222 WO 39774	\$88.75
		PASIN1445852	225955	BRAKE KITS VEH 3212 WO 39913	\$102.23
		PASIN1453419	225956	LOAD SPRNG VEH 3213 WO 39987	\$243.89
		PASIN1453676		INDICATOR VEH 3228 WO 39990	\$38.09
		PASIN1453772		LOAD SPRNG VEH 3213 WO 39987	\$471.16
		PASIN1455893		BRAKES VEH 3291 WO 39908	\$865.27
		PASIN1465727		NUT WHL/CAP VEH 3175 WO 40088	\$18.24
		PASIN1469486	226076	FILTER VEH 3306 WO 40102	\$55.23
		PASIN1472222		BRAKE KITS VEH 5038 WO 40021	\$576.45
		H242550	225967	PRSR SENSOR VEH 3282 WO 39875	\$105.77
		H242563		BRKTS DRGLNK VEH 3296 WO 39550	\$1,471.71
WESTERN PETERBILT INC		H242634		AIR DRYER VEH 3310 WO 39886	\$534.29
		H242682		OVRHL KIT BK VEH 3296 WO 39550	\$32.77
		H242721		RGLTR WNDW VEH 3309 WO 39827	\$286.03
		H242735		CMPSR SNSR VEH 3283 WO 39879	\$641.79
		H242736		CLNT SENS VEH 3282 WO 39917	\$148.34
		H242812		WINDSHIELD VEH 3284 WO 39945	\$143.99
		H243067	226240	INSULATN KT VEH 3283 WO 39879	\$581.60
		H243140		STEP/BRKTS VEH 3309 WO 39969	\$399.40
		H243591		MIRROR VEH 3244 WO 40015	\$21.49
		H243599		CLIPS/WASHRS VEH 3283 WO 39879	\$189.24
		H243728		MSG CNTR VEH 3312 WO 40089	\$733.03
		H243742		THRTL ASSY VEH 3311 WO 40022	\$872.04
		H243751		TURBO GP VEH 3310 WO 40009	\$2,184.94
		H243792		CHRG COOLER VEH 3310 WO 40009	\$2,150.50
		H243820		CONDENSOR VEH 3310 WO 40009	\$622.25
		H243823		SEAL FACE VEH 3310 WO 40009	\$12.57
		H243824		GASKET VEH 3310 WO 40009	\$2.38
		H243906		GUIDE ANTEN VEH 3284 WO 40031	\$11.72
		H243918		SCOTSEAL PLS VEH 3175 WO 40088	\$74.16
		H243919		ELBW RBR AIR VEH 3310 WO 40009	\$407.98
		H244234		TIE RODS VEH 3315 WO 40094	\$123.35
	P055332	PA18724	225967	PARTS TO REPAIR DAMAGED REFUSE	\$13,633.37
	P055332			STANDARD MATERIAL SUPPLIES,	\$1,378.43
	P055332			LABOR TO REPAIR DAMAGED REFUSE	\$9,536.00
	P055332			SALES TAX	\$2,113.26
		PA19112	226240	DRV AXL BRKS VEH 3308 WO 40013	\$638.37
WESTERN STATES EQUIPMENT COMPANY		PC110303864	225968	COUPLINGS VEH 3315 WO 39468	\$14.45
		PC110304110		COUPLING VEH 3280 WO 39782	\$11.10



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN STATES EQUIPMENT COMPANY		PC110304214	225968	COUPLING VEH 3282 WO 39545	\$18.18
		PC110304415		KNOBS, RINGS VEH 7130 WO 39890	\$31.26
		PC110304505		COUPLINGS VEH 5036 WO 39787	\$49.60
		PC110304657		FILTER VEH 7090 WO 39961	\$115.07
		PC110304746		ELEMENT AS VEH 7138 WO 39967	\$351.77
		PC110304810		COUPLING VEH 7140 WO 39745	\$7.10
		PC110305184		COUPLINGS VEH 5033 WO 40005	\$91.44
		WO110104921		REPAIR TEMP VEH 7138 WO 39484	\$358.62
		WO110104922		AC REPAIR VEH 7123 WO 39912	\$3,337.91
		WO110104929		STEERING RPR VEH 7138 WO 39484	\$3,278.43
		WO110104966		MULT REPAIRS VEH 7090 WO 39485	\$3,814.39
		WO110105179	226084	BSHNG/BRNG VEH 7090 WO 40117	\$545.08
WESTERN SYSTEMS & FABRICATION INC		12173	225969	TUBE BDY VLV VEH 3280 WO 39782	\$77.39
		12179		TUBE ASSY VEH 3285 WO 39885	\$90.45
		12232		PRS SWITCH VEH 3282 WO 39917	\$136.58
		12240		TUBE 1/2" VEH 3315 WO 39468	\$133.62
WONDRACK DISTRIBUTING INC		0460191	225971	OFF ROAD DIESEL LANDFILL	\$3,048.86
		0460469	226242	D/F #2 CLEAR DIESEL LANDFILL	\$1,104.50
		0760472		CARD LOCK FUEL 7/23-7/31/15	\$22,689.92
WOODPECKER TRUCK & EQUIPMENT INC		1-252180049	226243	TANK/CAP VEH 3219 WO 40122	\$205.58

EQUIPMENT MAINTENANCE TOTAL ****

\$148,635.92

EQUIPMENT MAINTENANCE FUND Total ***

\$149,597.03

FUND 505

PUBLIC WORKS ADMIN & ENGINEER

Division:

450

PW ADMIN & ENGINEERING

ABADAN INC	ARIN057395	225788	ASBUILTS	\$10.59
	ARIN057396		MYLAR-GAGE COMM CHURCH	\$3.26
	ARIN057536		4 ROLLS PLOTTER PAPER	\$239.35
	ARIN057609		2 ROLLS PLOTTER PAPER	\$119.68
	ARIN057664	226089	ASBUILTS	\$43.12
ALDRICH, NANCY	15-339 ALDRICH	225789	LACEY-WATER QUALITY PRG ASST	\$331.49
AT&T WIRELESS	7/15-287243288881	226096	287243288881 6/27-7/26/15	\$57.62
			287243288881 6/27-7/26/15	\$62.45
			287243288881 6/27-7/26/15	\$33.34
			287243288881 6/27-7/26/15	\$16.36
			287243288881 6/27-7/26/15	\$89.03
			287243288881 6/27-7/26/15	\$92.80
			287243288881 6/27-7/26/15	\$16.34
			287243288881 6/27-7/26/15	\$14.14
			287243288881 6/27-7/26/15	\$31.34
			287243288881 6/27-7/26/15	\$12.62
			287243288881 6/27-7/26/15	



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY TREASURER		2862	226100	MILARTS & SURVEYS	\$3.00
CITY OF RICHLAND		7/2015 JULY	226111	CITY UTILITY BILLS/JULY 2015	\$876.03
MELENDREZ, SABRINA		073115	226034	MELENDREZ-BERGER ABAM MTG	\$64.90
NOGA, MARK		15-341 NOGA	225816	15-341-ECONOLITE CENTRACS ATMS	\$249.95
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$58.46
VERIZON WIRELESS	P054905	9749278516	226230	INTERNET ACCESS ON 2 LAPTOPS (	\$80.02
WATER SOLUTIONS INC	P054903	11503	226236	DCS (703) BDLG WATER UNIT RENT	\$76.01
ZUFELT, RHETT		15-124 ZUFELT	226087	ESRI CONF/SAN DIEGO/ZUFELT	\$1,673.65
PW ADMIN & ENGINEERING TOTAL ****					\$4,255.55
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$4,255.55
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
DEPARTMENT OF LABOR & INDUSTRIES		2ND QTR 2015	225868	2ND QTR 2015 SELF INSURANCE	\$31,926.09
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$31,926.09
WORKERS COMPENSATION FUND Total ***					\$31,926.09
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
MAGELLAN BEHAVIORAL HEALTH		AUG 2015	225912	EAP PREMIUMS-AUGUST	\$689.87
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$689.87
HEALTH CARE/BENEFITS PLAN Total ***					\$689.87
FUND 521	UNEMPLOYMENT FUND				
Division:	223	UNEMPLOYMENT COMPENSATION			
STATE OF WASHINGTON		2NDQTR2015	226137	2ND QTR 2015 UNEMPLOYMENT	\$19,430.67
UNEMPLOYMENT COMPENSATION TOTAL ****					\$19,430.67
UNEMPLOYMENT FUND Total ***					\$19,430.67
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$33.05
FIRE PENSION TOTAL ****					\$33.05
FIREMAN'S PENSION Total ***					\$33.05
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
PITNEY BOWES PURCHASE POWER		8/2015-14823173	226196	14823173 POSTAGE 7/1-7/31/15	\$33.04
POLICE PENSION TOTAL ****					\$33.04



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POLICEMEN'S PENSION Total ***					\$33.04
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AMERIGAS		3042793331	226095	PROPANE TANK RENTAL-BCES	\$53.75
AT&T LONG DISTANCE		7/15-030301072100	225837	FAX LINES 6/21-7/20/15	\$40.21
CITY OF RICHLAND		3614044	226112	UTILITIES 7/01-8/03/15	\$2,502.44
FRONTIER		7/15-206-188-1060	225876	GENERAL 7/19-8/18/15	\$407.20
		7/15-253-012-0862		E911 7/22-8/21/15	\$37.81
		7/15-509-628-2609		GENERAL 7/25-8/24/15	\$427.62
		8/15 509-628-1472	226147	GENERAL 8/04-9/03/15	\$67.65
		8/15 509-628-2608		GENERAL FOR 8/7-9/6/15	\$81.25
		8/15 509-735-2383		GENERAL FOR 8/7-9/6/15	\$137.74
UNITED PARCEL SERVICE	S016477	000986641325	225827	GROUND PKG TO BUSINESS TELECOM	\$6.30
VANGUARD CLEANING SYSTEM OF INLAND NW		53477	226228	CLEANING SERVICES 8/1-8/31/15	\$375.00
WATER SOLUTIONS INC		11499	226236	WATER FILTRATION 8/7-9/6/15	\$33.66
SECOMM OPERATIONS GENERAL TOTAL ****					\$4,170.63
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC	P055564	42306A	225835	SPRING HVAC MAINTENANCE	\$1,416.28
SECOMM AGENCY TOTAL ****					\$1,416.28
SOUTHEAST COMMUNICATIONS CTR Total ***					\$5,586.91
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
BENTON PUD		07/15-4843174575	225846	UTILITY SRVCS 6/26-7/26	\$711.51
	P055544	5/15-0762170145	225795	SITE OCCUPANCY & DNR FEES FOR	\$28,428.73
	P055592	8/15-3423907365	226103	2015 APR-JUNE RATTLESNAKE MTN	\$2,826.66
KLICKITAT COUNTY PUD		8/15-69552623	226167	GOLGATHA UTILITIES 6/30-7/31	\$302.36
LEGACY TELECOMMUNICATIONS INC		17223	226169	GOLGOTHA - GENERATOR SERVICE	\$3,008.80
UNITED PARCEL SERVICE	S016477	000986641325	225827	GROUND PKG TO ELTEK FOR BCES	\$6.49
	S016488	000986641335	226226	GROUND PKG TO MOTOROLA FOR BCE	\$20.99
800 MHZ TOTAL ****					\$35,305.54
800 MHZ PROJECT Total ***					\$35,305.54
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC	P055564	42306A	225835	SPRING HVAC MAINTENANCE	\$245.11
AT&T LONG DISTANCE		7/15-030301072100	225837	FAX LINES 6/21-7/20/15	\$40.22
BECK, JEREMY		072215 MILEAGE	225793	MILEAGE-WW BLUE CREEK FIRE	\$69.00
CALVERT, BRIAN		MILEAGE 072215	225798	MILEAGE-WW BLUE CREEK FIRE	\$69.58



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STATE / LOCAL ASSISTANCE TOTAL ****					\$423.91
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
CITY OF RICHLAND		3614044	226112	UTILITIES 7/01-8/03/15	\$834.15
VANGUARD CLEANING SYSTEM OF INLAND NW		53477	226228	CLEANING SERVICES 8/1-8/31/15	\$250.00
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$1,084.15
Division:	622	DOE EMERGENCY PREPAREDNESS			
AMERIGAS		3042793331	226095	PROPANE TANK RENTAL-BCES	\$53.76
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$53.76
Division:	623	JURISIDICITION			
APOLLO SHEET METAL INC	P055564	42306A	225835	SPRING HVAC MAINTENANCE	\$585.58
	P055564			SPRING HVAC MAINTENANCE	\$585.59
CITY OF RICHLAND		3614044	226112	UTILITIES 7/01-8/03/15	\$834.14
PACIFIC OFFICE AUTOMATION		719689	225925	F55IN FAX MAINT 8/25-11/25/15	\$112.40
WATER SOLUTIONS INC		11499	226236	WATER FILTRATION 8/7-9/6/15	\$33.67
JURISIDICITION TOTAL ****					\$2,151.38
Division:	630	HOMELAND SECURITY PREPARDNESS			
RESCUE PHONE INC	P055496	15-5712C	226195	RESCUE PHONE CELLULAR RESPONSE	\$1,495.00
	P055491	15-5713Q		RESCUS PHONE QUAD CRISIS RESPO	\$6,495.00
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$7,990.00
EMERGENCY MANAGEMENT Total ***					\$11,703.20
FUND	803	UTILITY BILL CLEARING FUND			
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10687	226059	Customer Refund	\$94.19
		CISPAY10688	225979	Customer Refund	\$287.71
		CISPAY10689	226000	Customer Refund	\$0.55
		CISPAY10690	226074	Customer Refund	\$6.75
		CISPAY10691	225974	Customer Refund	\$15.67
		CISPAY10692	226042	Customer Refund	\$138.59
		CISPAY10693	226019	Customer Refund	\$116.63
		CISPAY10694	225980	Customer Refund	\$85.50
		CISPAY10695	226028	Customer Refund	\$739.02
		CISPAY10696	226040	Customer Refund	\$16.27
		CISPAY10697	226077	Customer Refund	\$0.98
		CISPAY10698	226003	Customer Refund	\$360.73
		CISPAY10699	226022	Customer Refund	\$35.93
		CISPAY10700	226037	Customer Refund	\$53.93
		CISPAY10701	226016	Customer Refund	\$94.62



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10702	225990	Customer Refund	\$54.83
		CISPAY10703	225977	Customer Refund	\$83.00
		CISPAY10704	226015	Customer Refund	\$77.11
		CISPAY10705	226072	Customer Refund	\$42.14
		CISPAY10706	226041	Customer Refund	\$47.50
		CISPAY10707	225998	Customer Refund	\$23.84
		CISPAY10708	226083	Customer Refund	\$28.16
		CISPAY10709	226025	Customer Refund	\$34.06
		CISPAY10710	226063	Customer Refund	\$55.18
		CISPAY10711	225984	Customer Refund	\$10.42
		CISPAY10712	225985	Customer Refund	\$16.06
		CISPAY10713	226023	Customer Refund	\$18.93
		CISPAY10714	226065	Customer Refund	\$57.04
		CISPAY10715	226021	Customer Refund	\$75.53
		CISPAY10716	226018	Customer Refund	\$41.11
		CISPAY10717	226067	Customer Refund	\$2.97
		CISPAY10718	226046	Customer Refund	\$9.83
		CISPAY10719	226066	Customer Refund	\$84.17
		CISPAY10720	226080	Customer Refund	\$110.73
		CISPAY10721	226033	Customer Refund	\$105.60
		CISPAY10722	226004	Customer Refund	\$19.45
		CISPAY10723	226014	Customer Refund	\$107.67
		CISPAY10724	225981	Customer Refund	\$104.40
		CISPAY10725	226002	Customer Refund	\$112.89
		CISPAY10726	226036	Customer Refund	\$120.31
		CISPAY10727	226027	Customer Refund	\$47.99
		CISPAY10728	226035	Customer Refund	\$122.93
		CISPAY10729	226064	Customer Refund	\$100.00
		CISPAY10730	226052	Customer Refund	\$90.36
		CISPAY10731	226024	Customer Refund	\$97.81
		CISPAY10732	226086	Customer Refund	\$65.76
		CISPAY10733	225999	Customer Refund	\$50.71
		CISPAY10734	226006	Customer Refund	\$6.38
		CISPAY10735	225987	Customer Refund	\$4.68
		CISPAY10736	226017	Customer Refund	\$75.30
		CISPAY10737	226068	Customer Refund	\$13.29
		CISPAY10738	226026	Customer Refund	\$99.13
		CISPAY10739	226050	Customer Refund	\$81.95
		CISPAY10740	226001	Customer Refund	\$75.89
		CISPAY10741	226045	Customer Refund	\$98.19



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNASSIGNED TOTAL ****					\$4,520.37
UTILITY BILL CLEARING FUND Total ***					\$4,520.37



City Of Richland

VL-1 Voucher Listing

From: 8/10/2015 To: 8/21/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$2,227,682.75

Number of Invoices

Amount

Vouchers In Richland	320	\$119,646.79
Vouchers In Tri Cities	201	\$191,426.83
Vouchers In WA	337	\$1,073,518.93
Vouchers Outside WA	794	\$843,090.20
Vouchers Final Total.....	1652	\$2,227,682.75

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$53,776.15	2.41%
3	SUPPLIES	\$237,027.30	10.64%
4	OTHER SERVICES & CHARGES	\$796,366.91	35.75%
5	INTERGOVERNMENTAL SERVICES	\$75,604.44	3.39%
6	CAPITAL PROJECTS	\$834,940.96	37.48%
	MACHINERY & EQUIPMENT	\$50,426.72	2.26%
	REFUNDS	\$4,520.37	0.2%
9	INTERFUND SERVICES	\$528.15	0.02%
	INVENTORY PURCHASES	\$174,491.75	7.83%
	Total	\$2,227,682.75	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Items of Business

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 49-15, Sale of Electric Revenue and Refunding Bonds (Second Reading / Passage)

Department:

Administrative Services

Ordinance/Resolution Number:

49-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 49-15, approving the Electric Revenue and Refunding Bonds.

Summary:

City staff has regularly engaged the Utility Advisory Committee (UAC) regarding electric utility financial status including the utility's capital program funding and the anticipated bond issuance as outlined in the approved 2015-2030 Capital Improvement Plan (CIP). As a result, it has been determined that revenue bonds planned for issuance in 2016 need to be accelerated to allow for completion of 2015 planned capital projects.

Approximately \$20,000,000 in bond proceeds are needed to support the capital plan for 2015 into 2018. Bonds would be issued for a 30-year term to mirror the expected life of the electric infrastructure being financed. At current rates, the par value of the bonds, selling at a premium, would be approximately \$19,390,000.

In addition to the new money bonds, depending on the movement of interest rates in the bond markets, there may be an opportunity to realize some savings by refunding a portion of the utility's \$9,745,000 in outstanding 2007 Revenue and Refunding bonds. While the savings at current interest rates are below the City's parameters for refunding, inclusion of the refunding in the ordinance allows the City to act quickly if conditions change in the near future.

Passage of this ordinance will authorize the Administrative Services Director to act as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions. The parameters are outlined in Exhibit A of the ordinance. Council has determined that, in addition to following the parameters listed in this proposed ordinance, that the Administrative Services Director also follow the policy framework to be adopted at a later date through formal resolution by Council.

Bond pricing is tentatively scheduled for late October, 2015. First reading of the ordinance was given at the August 18, 2015, Council meeting.

Fiscal Impact:

Yes

Passage of this ordinance will authorize the Administrative Services Director to approve issuance of the Revenue and Refunding bonds, within parameters set by Council in Exhibit A of the Ordinance. Annual principal and interest payments on the proposed bonds will be funded from operating revenues of the Electric Utility.

Attachments:

I. Proposed Ordinance No. 49-15

ORDINANCE NO. 49-15

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$32,000,000 to provide funds: (1) to pay all or a portion of the cost of carrying out the Plan of Additions; (2) to refund a portion of the City's outstanding Electric Revenue Capital Improvement and Refunding Bonds, 2007; (3) to make a deposit to the debt service reserve account or purchase a reserve security to satisfy a portion of the reserve requirement, and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*2007 Bonds*” means the Electric Revenue Capital Improvement and Refunding Bonds, 2007, in the original aggregate principal amount of \$25,775,000, authorized to be issued by Ordinance No. 35-06.

(b) “*2009 Bonds*” means the Electric Revenue Bonds, 2009 (Taxable Tax Credit Subsidy Bonds - Direct Payment), in the original aggregate principal amount of \$11,200,000, authorized to be issued by Ordinance No. 30-09.

(c) “*2013A Bonds*” means the Electric Revenue Refunding Bonds, 2013A (Taxable), in the original aggregate principal amount of \$925,000, authorized to be issued by Ordinance No. 06-13.

(d) “*2013B Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2013B, in the original aggregate principal amount of \$19,455,000, authorized to be issued by Ordinance No. 06-13.

(e) “*Acquired Obligations*” means those United States Treasury Certificates of Indebtedness, Notes, and Bonds-State and Local Government Series and/or other Government Obligations, as identified in a Refunding Trust Agreement, purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(f) “*Adjusted Net Revenue*” means Net Revenue, plus withdrawals from the Rate Stabilization Account and less deposits into the Rate Stabilization Account.

(g) “*Annual Debt Service*” means, in any Fiscal Year, the total of principal and interest payable by the City during that Fiscal Year for the then Outstanding bonds of a particular issue or issues (except the principal maturity of Term Bonds) to which the term Annual Debt Service refers, plus the principal of any such bonds subject to a mandatory sinking fund payment or mandatory prior redemption requirement for that year, less all capitalized interest payable that year from such bonds. ***After all of the Outstanding 2007 Bonds are redeemed, refunded or defeased,*** Annual Debt Service for each Fiscal Year shall be reduced by subtracting the amount scheduled to be received by the City as a Tax Credit Subsidy Bond Payment in each such Fiscal Year in respect of any bonds issued as Tax Credit Subsidy Bonds.

(h) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a Series and maturity.

(i) “*Average Annual Debt Service*” means, in any Fiscal Year, the sum of the remaining Annual Debt Service of the then Outstanding bonds to which the term Average Annual Debt Service refers, divided by the number of years such bonds are scheduled to remain Outstanding.

(j) “*Beneficial Owner*” means, with respect to a Bond or any Parity Bond at any time Outstanding, the owner of any beneficial interest in that Bond or Parity Bond.

(k) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(l) “*Bond Fund*” means the Electric Revenue Refunding Bond Account, 1985, created by Ordinance No. 17-85 for the purpose of paying and securing the payment of the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(m) “*Bond Insurer*” means, with respect to any particular issue of Parity Bonds, a provider of bond insurance guaranteeing the payment of principal of and interest on such Parity Bonds.

(n) “*Bond Purchase Agreement*” means an offer to purchase the Bonds, or a Series of Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of that Series of Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(o) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(p) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(q) “*Bonds*” means the electric utility revenue bonds of the City issued pursuant to and for the purposes provided in this ordinance in one or more Series and with such

additional series and other designation as the Designated Representative may deem appropriate.

(r) “*City*” means the City of Richland, Washington, a municipal corporation duly organized and legally existing charter city of the first class under the laws of the State.

(s) “*City Contribution*” means legally available money of the City, in addition to proceeds of the Bonds, necessary or advisable to carry out the Refunding Plan, as determined by the Designated Representative.

(t) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(u) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(v) “*Contract Resource Obligation*” means an obligation of the City to make payments to another person or entity for electric energy supply, transmission or other commodity or service relating to the Electric Utility, which obligation is designated as a Contract Resource Obligation for purposes of Section 19 of this ordinance.

(w) “*Coverage Requirement*” means that, in any Fiscal Year, Adjusted Net Revenue of the Electric Utility must be at least equal to 1.25 times the Annual Debt Service due in that Fiscal Year on all Parity Bonds then Outstanding.

(x) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(y) “*Designated Representative*” means the officer of the City appointed in Section 5 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(z) “*Electric Utility*” means the municipal electric system of the City as the same may be added to, bettered, improved and extended for as long as any of the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds are Outstanding.

(aa) “*Final Terms*” means the terms and conditions for the sale of a Series of Bonds including, but not limited to the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds.

(bb) “*Finance Director*” means the person who holds the office or has the official responsibilities of Finance Director of the City or successor office.

(cc) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(dd) “*Fiscal Year*” means a year beginning January 1 and ending December 31, or such year as may later be fixed by law.

(ee) “*Future Parity Bonds*” means any and all revenue bonds of the City issued after the date of the issuance of the Bonds, the payment of the principal of and interest on which constitutes a lien and charge upon the Net Revenue of the Electric Utility on a parity with the lien and charge of the Outstanding Parity Bonds and the Bonds.

(ff) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(gg) “*Gross Revenue of the Electric Utility*” or “*Gross Revenue*” means all of the earnings and revenues of any kind or nature received by the City from the operation and maintenance of the Electric Utility. Gross Revenue excludes: (1) revenues from assessments collected in any local improvement district or utility local improvement district; (2) amounts collected in respect of City-imposed utility taxes; (3) proceeds of grants from the federal, state or local governments; (4) gifts to the Electric Utility for capital purposes; (5) proceeds from the sale of City or Electric Utility property; (6) proceeds of City or Electric Utility obligations; (7) earnings or proceeds from any investments in any trust, defeasance or escrow fund created to defease or refund Electric Utility obligations until commingled with other earnings and revenues of the Electric Utility; and (7) ***after all of the Outstanding 2007 Bonds are redeemed, refunded or defeased***, Tax Credit Subsidy Payments.

(hh) “*Issue Date*” means, with respect to any Series of Bonds, the date of initial issuance and delivery of such Series to the Purchaser in exchange for the purchase price of such Series.

(ii) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated February 2, 1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(jj) “*MSRB*” means the Municipal Securities Rulemaking Board.

(kk) “*Maximum Annual Debt Service*” means, in any Fiscal Year, the maximum amount of Annual Debt Service which shall become due in any future Fiscal Year on any bonds to which the term Maximum Annual Debt Service refers.

(ll) “*Net Revenue of the Electric Utility*” or “*Net Revenue*” means Gross Revenue of the Electric Utility less Operation and Maintenance Expenses.

(mm) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(nn) *“Operation and Maintenance Expenses”* means all reasonable expenses incurred by the City in causing the Electric Utility to be operated and maintained in good repair, working order and condition and properly treated as maintenance and operation expenses under generally accepted accounting principles applicable to similar municipal utilities, including: payments due under Contract Resource Obligations (to the extent that the requirements in Section 19 of this ordinance are met); all payments made to another person or agency for acquisition of electric energy; any deposits, premiums, assessments or other payments for insurance, if any, on the Electric Utility; amounts paid in respect of Electric Utility employee pensions and post-employment benefits (if any); and overhead and administration expenses allocated to the Electric Utility. Operation and Maintenance Expenses excludes: non-cash accounting items (e.g., depreciation, amounts treated as expenses under accounting guidelines with respect to unfunded contributions to pension or other post-employment benefit plans, non-exchange financial guarantees, environmental liabilities, and similar items); payments on contracts for the acquisition of electric energy or capability under which no energy has been furnished to the City (other than payments under Contract Resource Obligations); and any amounts paid in respect of City imposed utility taxes or payments in lieu of taxes.

(oo) *“Outstanding”* when used with reference to any bonds or other obligations means, as of any particular date, the aggregate of all such bonds or other obligations properly authenticated and delivered, except for: (1) those cancelled at or prior to such date or delivered to or held by the Fiscal Agent at or prior to such date for cancellation; (2) those legally defeased or deemed paid in accordance with Section 22 of this ordinance (or a comparable section of another ordinance authorizing the refunding or defeasance of other bonds or obligations); (3) those in lieu of or in exchange or substitution for which other bonds or obligations shall have been authenticated and delivered pursuant to their authorizing ordinances, unless such other bonds or obligations are held by a bona fide holder in due course; and (4) those which have matured or have been duly called for redemption and have not been presented for payment, and the City has sufficient money on hand to pay and redeem the same on such maturity or call dates.

(pp) *“Outstanding Parity Bonds”* means, for purposes of this ordinance, the 2007 Bonds, the 2009 Bonds, the 2013A Bonds and the 2013B Bonds Outstanding as of the Issue Date, and shall not include the Refunded Bonds.

(qq) *“Owner”* means, without distinction, the Registered Owner and the Beneficial Owner.

(rr) *“Parity Conditions”* means the conditions for issuing Future Parity Bonds set forth in Exhibit B to this Ordinance, which is incorporated herein by this reference.

(ss) *“Parity Bonds”* means the Outstanding Parity Bonds, the Bonds, and any Future Parity Bonds.

(tt) *“Permitted Investments”* means any investment that is a legal investment for the money of the City at the time of such investment.

(uu) *“Plan of Additions”* means the system or plan of additions and betterments to and extensions of the Electric Utility specified, adopted and ordered to be carried out by Section 3 of this ordinance.

(vv) *“Principal and Interest Account”* means the subaccount of that name created in the Bond Fund by Ordinance No. 17-85 for the payment of the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(ww) *“Purchaser”* means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of a Series of the Bonds.

(xx) *“Rate Stabilization Account”* means the Electric Rate Stabilization Account authorized to be created and established pursuant to Ordinance No. 26-03.

(yy) *“Rating Agency”* means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(zz) *“RCW”* means the Revised Code of Washington.

(aaa) *“Record Date”* means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9(d).

(bbb) *“Redemption Date”* means May 1, 2017, the earliest date on which the Refunded Bonds may be called for optional redemption at a price of 100% of the stated principal amount to be redeemed.

(ccc) *“Refunded Bonds”* means those Refunding Candidates selected by the Designated Representative and identified in the Refunding Plan.

(ddd) “*Refunding Candidates*” means the presently outstanding \$9,745,000 aggregate principal amount of 2007 Bonds maturing on November 1 in the years and amounts as follows, which constitute the portion of the Outstanding 2007 Bonds allocated in Ordinance No. 35-06 to the new money purposes:

Maturity Year	Principal Amount	Interest Rate
2016	\$ 245,000	4.00%
2017	255,000	5.00
2018	265,000	5.00
2021	320,000	5.00
2022	335,000	5.00
2025	800,000	4.40
2036	7,770,000	4.25

(eee) “*Refunding Plan*” means (as further described in the Refunding Trust Agreement):

(1) the deposit with the Refunding Trustee of proceeds of the Bonds allocated to the Refunding Plan in an amount, together with the City Contribution (if any), sufficient to acquire the Acquired Obligations and establish a beginning cash balance;

(2) the receipt by the Refunding Trustee of the maturing principal of and interest on the Acquired Obligations, and the application of such amounts (together with any other cash held by it) to pay principal of and interest on the Refunded Bonds when due up to and including the Redemption Date, and the call, payment and redemption of the Refunded Bonds on the Redemption Date at a price equal to the principal amount to be redeemed; and

(3) payment of the costs of issuing the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan, if payment of such costs is so specified in the Refunding Trust Agreement.

(fff) “*Refunding Trust Agreement*” means a refunding trust agreement between the City and the Refunding Trustee, providing for the carrying out of the Refunding Plan.

(ggg) “*Refunding Trustee*” means the trustee, or any successor trustee, designated by the Designated Representative to serve as refunding trustee to carry out the Refunding Plan.

(hhh) “*Registered Owner*” means, with respect to a Bond or any Parity Bond at any time Outstanding, the person in whose name that Bond or Parity Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(iii) “*Reserve Account*” means the subaccount of that name created in the Bond Fund by Ordinance No. 17-85 for the purpose of securing the payment of the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(jjj) “*Reserve Insurer*” means with respect to the policy acquired in connection with the Outstanding 2007 Bonds, Ambac Assurance Corporation of New York, New York, and any provider of a Reserve Security acquired in connection with one or more Series of the Bonds or an issue of Future Parity Bonds.

(kkk) “*Reserve Requirement*” means (1) an amount in cash or investments equal to the least of Maximum Annual Debt Service, 1.25 times Average Annual Debt Service, or 10% of the issue price of the bonds to which the term applies, or (2) Reserve Securities bearing an aggregate face amount equal to Maximum Annual Debt Service for any year with respect to all Parity Bonds then Outstanding, less the amount of cash or investments on deposit in the Reserve Account. ***After all of the Outstanding 2007 Bonds are fully redeemed, refunded or defeased, this definition shall be replaced by the following: “Reserve Requirement” means, as of any date of calculation, the lesser of Maximum Annual Debt Service on the outstanding Parity Bonds secured by the Reserve Account or 125% of Average Annual Debt Service on the outstanding Parity Bonds secured by the Reserve Account, but at no time shall the Reserve Requirement exceed 10% of the original proceeds of the Parity Bonds secured by the Reserve Account.***

(lll) “*Reserve Security*” means a surety bond or policy of insurance, obtained in lieu of cash and investments for deposit into the Reserve Account, having a stated amount equal to part or all of the Reserve Requirement for the Parity Bonds for which such surety bond or reserve insurance policy is obtained. ***For so long as the bond insurance policy with respect to the 2009 Bonds is in effect***, unless otherwise consented to by Assured Guaranty Corp., or its successor, the City shall not be permitted to fund future deposits to the Reserve Account with any Reserve Security provided by a Reserve Insurer which does not have assigned a credit rating at the time of issuance of such instrument in the highest rating category of each Rating Agency (without regard to any gradations within a rating category).

(mmm) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(nnn) “*SEC*” means the United States Securities and Exchange Commission.

(ooo) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City, or the nominee of any of the foregoing. Any Securities Depository must be qualified under applicable laws and regulations to provide the services proposed to be provided by it.

(ppp) “*Series of Bonds*” or “*Series*” means a series of Bonds issued pursuant to this ordinance.

(qqq) “*State*” means the State of Washington.

(rrr) “*Subordinate Bonds*” means any electric revenue bonds or other obligations of the City having a charge and lien on the Net Revenue subordinate to the charges and lien on the Net Revenue of the Parity Bonds.

(sss) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(ttt) “*Tax Credit Subsidy Bond*” means any bond that is designated by the City as a Tax Credit Subsidy Bond, pursuant to Section 54AA of the Code or any substantially similar taxable tax credit bond program, and which is further designated by the City as a “qualified bond” with respect to which the City is eligible to receive a tax credit payable by the United States Treasury to the City under Section 6431 or a substantially similar provision of the Code.

(uuu) “*Tax Credit Subsidy Bond Payments*” means those amounts which the City is entitled to receive from the United States Treasury in respect of any bonds issued as Tax Credit Subsidy Bonds.

(vvv) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement, and those Parity Bonds designated as such in the ordinances or bond purchase agreements authorizing their issuance or sale and which are subject to mandatory redemption prior to maturity or for which either mandatory sinking fund payments or mandatory prior redemption requirements are provided.

(www) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 24(c) of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Electric Utility; Previously Issued Parity Bonds.* The City now owns and operates the Electric Utility. Pursuant to Ordinance No. 17-85, the City issued and sold its Electric Revenue Refunding Bonds, 1985 (the “1985 Bonds”) (all of which have been paid and retired), to provide part of the funds to advance refund, pay, redeem and retire all then outstanding revenue obligations payable from the Net Revenue of the Electric Utility, and reserved the right to issue electric revenue bonds having a lien and charge on the Net Revenue of the Electric Utility on a parity with the lien and charge upon such Net Revenue of the 1985 Bonds for the payment of principal thereof and interest thereon if the Parity Conditions as originally established in Ordinance No. 17-85 and subsequently incorporated in ordinances authorizing the issuance of the Outstanding Parity Bonds are met and complied with. The Outstanding Parity Bonds are the only obligations outstanding payable from the Net Revenue of the Electric Utility.

(b) *Plan of Additions.* The City is in need of funds with which to finance the Plan of Additions, the estimated cost of which is more than \$30,340,000, and the City does not have available sufficient funds to pay the costs. The life of the improvements comprising the Plan of Additions is declared to be at least 30 years.

(c) *Refunding.* Pursuant to Ordinance No. 35-06, the City previously issued the 2007 Bonds for the purpose of carrying out a plan of additions and betterments to and extensions of the Electric Utility and to advance refund certain of the City's then-Outstanding Electric Utility revenue bonds. In Ordinance No. 35-06, the City reserved the right to redeem the 2007 Bonds prior to their stated maturity at any time on or after May 1, 2017. In order to realize a debt service savings to the City and its ratepayers, the City Council wishes to refund any or all of the Refunding Candidates. Chapter 39.53 RCW and other laws of the State authorize the City to carry out the Refunding Plan.

(d) *Sufficiency of Gross Revenue.* The City Council finds and determines that the Gross Revenue of the Electric Utility will be sufficient, in the judgment of the City Council, to meet all Operation and Maintenance Expenses, to make all necessary repairs, replacements and renewals, and to permit the setting aside from Gross Revenue into the Bond Fund of such amounts as may be required to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds as the same become due. The City Council declares that in fixing the amounts to be paid into the Bond Fund it has exercised due regard for Operation and Maintenance Expenses (and cost of maintenance and operation under RCW 35.92.100) and the debt service requirements of the Outstanding Parity Bonds, and that it has not obligated the City to set aside and pay into the Bond Fund a greater amount of the Gross Revenue of the Electric Utility than in its judgment will be available for such purpose.

(e) *Satisfaction of Parity Conditions.* As a condition of the issuance of the Bonds authorized herein, the City Council directs the Designated Representative to determine that all conditions set forth in the Parity Conditions have been met and satisfied before the Bonds may be issued and delivered to the Purchaser.

(f) *Issuance of Bonds.* Based on the foregoing, the City Council finds that it is in the best interest of the City to issue and sell the Bonds in one or more Series to the Purchaser, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Adoption of Plan of Additions. The City specifies, adopts and orders the carrying out of the projects described in Exhibit C as a system or plan of additions and betterments to and extensions of the Electric Utility. The Plan of Additions shall be carried out in accordance with the plans and specifications therefor prepared by the City's engineers and consulting engineers. The City Council may modify the details of the Plan of Additions where, in its judgment it appears advisable if such modifications do not substantially alter the purpose of that system or plan. The cost of the Plan of Additions, including the cost of issuance and sale of the Bonds, shall be paid from the proceeds of the Bonds and from other money available to the Electric Utility.

Section 4. Purpose and Authorization of Bonds. For the purpose of providing funds with which to (a) carry out the Plan of Additions, (b) carry out the Refunding Plan, (c) make a deposit to the debt service reserve account or purchase a Reserve Security to satisfy a portion of the Reserve Requirement, and (d) pay the costs of issuance of the

Bonds, the City shall issue and sell electric revenue bonds in one or more Series in the aggregate principal amount of not to exceed \$32,000,000.

Section 5. Appointment of Designated Representative; Description of the Bonds. The Administrative Services Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 6. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds; Bond Register.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register. The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Transfer or Exchange.* A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate, Series and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry only form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the

provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (1) to any successor Securities Depository; (2) to any substitute Securities Depository appointed by the City; or (3) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (1) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (2) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 7. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Bond is one of the fully registered City of Richland, Washington, [Name of Series]." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 8. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date,

or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances. The Bonds shall be payable solely out of the Bond Fund and shall not be general obligations of the City.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the maturities to be redeemed. If fewer than all of the outstanding Bonds are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than

60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and (except as hereinafter provided) in the Net Revenue of the Electric Utility, funds and accounts obligated to the payment of the defeased Bonds shall cease

and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account and, if funds in the trust account are not available for such payment, shall have the residual right to receive payment of the principal of and interest on the defeased Bonds from the Net Revenue of the Electric Utility without any priority of lien or charge against that revenue or covenants with respect thereto except to be paid therefrom. After the establishing and full funding of such a trust account, the City may then apply any money in any other fund or account established for the payment or redemption of the defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the owners of any other Parity Bonds then Outstanding.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

If the refunding or defeasance plan provides that the defeased Bonds or the refunding bonds to be issued be secured by money and/or Government Obligations pending the prior redemption of the defeased Bonds and if such refunding plan also provides that certain money and/or Government Obligations are pledged irrevocably for the prior redemption of the defeased Bonds included in that refunding plan, then only the debt service on the Bonds which are not defeased Bonds and the refunding bonds, the payment of which is not so secured by the refunding plan, shall be included in the computation of the Coverage Requirement for the issuance of Future Parity Bonds and the annual computation of coverage for determining compliance with the rate covenants.

Section 12. Lien Position of Bonds; Pledge. The Net Revenue of the Electric Utility is pledged for the payment of the Parity Bonds. This pledge constitutes a lien and charge upon the Net Revenue of the Electric Utility prior and superior to any other liens and charges whatsoever.

Section 13. Bond Fund. The Bond Fund is divided into two subaccounts, the Principal and Interest Account and the Reserve Account. The City may create sinking fund subaccounts or other subaccounts in the Bond Fund for the payment or securing of the Outstanding Parity Bonds, the Bonds or Future Parity Bonds as long as the maintenance of such subaccounts does not conflict with the rights of the owners of any such Outstanding bonds.

In addition to the required deposits for the Outstanding Parity Bonds and any Future Parity Bonds, so long as any of the Bonds are Outstanding, the Finance Director shall set aside and pay into the Bond Fund out of the Net Revenue, a fixed amount without regard to any fixed proportion, as follows:

(a) *Principal and Interest Account.* Into the Principal and Interest Account, on or before each debt service payment date, an amount sufficient (together with other money then on deposit, including investment earnings retained therein) to pay the principal and interest to become due on the Bonds (including required amounts for

mandatory redemption or sinking funds created with respect to the Bonds) on that debt service payment date. If there is a deficiency in the Principal and Interest Account to meet payments of either principal or interest, as the case may be, such deficiency shall be made up from the Reserve Account by the withdrawal of cash therefrom and, after all cash has been depleted, then by draws on any Reserve Security then on deposit in the Reserve Account.

(b) *Reserve Account.* Into the Reserve Account, amounts required (if any) to be deposited therein to satisfy the Reserve Requirement pursuant to the terms of the ordinance authorizing any Outstanding issue of Parity Bonds, and either:

(1) on the date of issue, and thereafter in approximately equal monthly installments an amount which, together with other money and Reserve Securities on deposit therein, will equal the Reserve Requirement for the Outstanding Parity Bonds and the Bonds, which additional amount shall be accumulated by no later than five years from the Issue Date; or

(2) one or more Reserve Securities the value of which, together with any amount deposited under subsection (1), above, are equal to the Reserve Requirement for the outstanding Parity Bonds.

Except for withdrawals authorized in this section, the City shall maintain the Reserve Account at the Reserve Requirement for all outstanding Parity Bonds. Any deficiency created in the Reserve Account by reason of any such a withdrawal shall be made up from the Net Revenue first available after making necessary provision for the required payments into the Principal and Interest Account. However, to the extent required under the applicable Reserve Security policy, the Reserve Insurer with respect to a Reserve Security that has been drawn upon shall be reimbursed first, before available cash is used to restore the remaining balance of the Reserve Requirement. The money held in the Reserve Account necessary to meet the Reserve Requirement shall otherwise be held intact. Amounts on deposit in the Reserve Account that are determined to be in excess of the Reserve Requirement shall be deposited in the Principal and Interest Account or into a Rebate Account, to the extent required under the Code. The City may, in an ordinance authorizing the issuance of any Future Parity Bonds, establish such subaccounts within the Reserve Account as may be necessary to provide for separately funding the Reserve Requirement for any issue of Future Parity Bonds.

When the total amount in the Bond Fund shall equal the total amount of principal and interest for all Parity Bonds then Outstanding to the last maturity thereof, no further payment need be made into the Bond Fund and the amounts in the Reserve Account shall be deposited in the Principal and Interest Account to be applied against the last Parity Bonds Outstanding.

If the City fails to set aside and pay into the Bond Fund the amounts set forth above, or fails to pay the principal of and interest on the Bonds when due, in accordance with this ordinance, the owner of any of the Outstanding Parity Bonds may bring action against the City to compel the setting aside and payment of the amounts required.

(c) *Investment of Money in Bond Fund.* All money in the Bond Fund may be kept in cash or invested in Permitted Investments, as follows:

(1) Principal and Interest Account. Investments held in the Principal and Interest Account shall have a maturity date not later than the date when needed to make timely payments of principal and/or interest. Income from investments in the Principal and Interest Account shall be deposited in that account.

(2) Reserve Account. Investments held in the Reserve Account shall have an average aggregate weighted term to maturity of five years. Income from investments in the Reserve Account shall be deposited in that account until the amount therein is equal to the Reserve Requirement of all Parity Bonds then Outstanding.

In no event shall any money in the Bond Fund or any other money reasonably expected to be used to pay principal of and/or interest on the Bonds be invested at a yield or used in any manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and applicable regulations thereunder. Notwithstanding the provision for the deposit of earnings below, any earnings that are subject to a federal tax or rebate requirement may be withdrawn from the Bond Fund for deposit in a Rebate Account as described in Section 17.

Section 14. Deposit of Bond Proceeds. On the Issue Date, proceeds of the Bonds received by the City that are allocated to the financing of the Plan of Additions shall be deposited in the appropriate accounts of the Electric Utility Fund designated by the Finance Director to pay costs of carrying out the Plan of Additions and the costs of issuance of the Bonds (to the extent such issuance costs are not included in the Refunding Plan). Proceeds of the Bonds allocated to the Refunding Plan shall be deposited with the Refunding Trustee in accordance with Section 22. As required and determined by the Designated Representative, proceeds of the Bonds may be deposited in the Reserve Account or used to purchase a Reserve Security to satisfy a portion of the Reserve Requirement.

Section 15. Flow of Funds. The City covenants and agrees with the owner of each Bond that it will use, pay out and distribute the Gross Revenue of the Electric Utility in the following order of priority:

- (a) To pay Operation and Maintenance Expenses;
- (b) To meet the debt service requirements with respect to, first, the interest due on and, then, the principal of the Parity Bonds by making the required payments into the Principal and Interest Account;
- (c) To make the required payments into the Reserve Account (including amounts required to repay any draws upon a Reserve Security, if any) and into any other account or subaccount in the Bond Fund; and

(d) For any of the following purposes, without priority: to meet the debt service requirements with respect to any Subordinate Bonds; to redeem and retire any then Outstanding electric revenue bonds or to purchase any or all of those bonds and obligations in the open market as provided in the ordinance authorizing their issuance; to make necessary betterments and replacements of or repairs, additions or extensions to the Electric Utility; to make deposit into the Rate Stabilization Account; or for any other lawful Electric Utility purpose.

Section 16. Bond Covenants. The City covenants and agrees with the Owner of each Bond at any time Outstanding, as follows:

(a) It will establish, maintain and collect rates and charges sufficient to meet the Coverage Requirement.

(b) It will at all times maintain and keep the Electric Utility in good repair, working order and condition, and also will at all times operate that utility, and the business in connection therewith, in an efficient manner and at a reasonable cost.

(c) It will not sell, lease, mortgage, or in any manner encumber or dispose of all, or substantially all, of the property of the Electric Utility unless provision is made for the payment into the Bond Fund of sums sufficient to pay the principal of and interest on the Parity Bonds then Outstanding. Furthermore, it will not sell, lease, mortgage, or in any manner encumber or dispose of, in any year, more than 5% of the property of the Electric Utility that is used, useful and material to the operation thereof, unless provision is made for replacement thereof, or for payment into the Bond Fund of the total amount of the proceeds of such sales, leases, mortgages, encumbrances or dispositions. Any such money so paid into the Bond Fund shall be used to retire the Parity Bonds then Outstanding at the earliest possible date. In addition, it will not contract with another entity operating an electric utility to surrender any substantial territory which the Electric Utility serves or plans to serve with electricity without replacing the Gross Revenue received, or expected to be received, from that territory with revenue from another source or other equivalent compensation.

(d) It will, while any of the Bonds remain Outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Electric Utility, and it will furnish, at the written request of the owners of \$1,000,000 in Outstanding principal amount of the Bonds, complete operating and income statements of the Electric Utility in reasonable detail covering any calendar year not more than 90 days after the close of such calendar year. Upon request of any owner or owners of any of the Bonds, it will also furnish to such owner or owners a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

(e) Except to aid the poor and infirm consistent with the state constitution, it will not furnish municipal electric service to any customer (including the City) whatsoever free of charge and will promptly take legal action to enforce collection of all delinquent accounts.

(f) It will carry the type of insurance on its Electric Utility property in the amounts normally carried by private electric utility companies engaged in the operation of electric utility systems, or in the alternative, it may self-insure or, through an association of other municipalities, insure such property in similar amounts. The cost of such insurance or self-insurance shall be considered part of Operation and Maintenance Expenses of the Electric Utility.

(g) It will pay, out of Gross Revenue, all Operation and Maintenance Expenses and the debt service requirements of the Parity Bonds, and will otherwise meet the obligations of the City as herein set forth.

(h) It will not permit or enter into any obligation which is to have a prior or equal claim or lien on the Net Revenue of the Electric Utility except as permitted in Section 20 of this ordinance and in compliance with the Parity Conditions.

Section 17. Rebate Account. The Finance Director is authorized to establish and maintain a special fund or account for the purpose of complying with the covenants set forth in Section 21(a) herein relating to arbitrage rebate requirements. All earnings from the investment of Bond proceeds, or money treated as Bond proceeds under the Code, including money in the Reserve Account and allocated to the Bonds, in excess of the earnings invested at the yield on the Bonds determined under the Code, shall be deposited in such fund or account, and any earnings therefrom shall be retained therein until required by the Code to be paid to the United States government or until it shall be determined that such money is not required to be so paid. Such fund or account shall be a trust fund established for the benefit of the United States government.

Section 18. Rate Stabilization Account. The Finance Director may, at any time consistent with the flow of funds set forth in Section 15 of this ordinance, deposit Net Revenue (and any other money received by the Electric Utility and available to be used therefor, excluding principal proceeds of any Future Parity Bonds or other borrowing) into the Rate Stabilization Account. The City may, upon authorization by ordinance, at any time withdraw money from the Rate Stabilization Account for inclusion in the Adjusted Net Revenue for the current Fiscal Year of the Electric Utility, except that the total amount withdrawn from the Rate Stabilization Account in any Fiscal Year of the Electric Utility may not exceed an amount equal to the total debt service of the Electric Utility in that year. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the Fiscal Year for which the deposit or withdrawal will be included as Adjusted Net Revenue for that Fiscal Year.

Earnings from investments in the Rate Stabilization Account shall be deposited in that account and shall not be included as Net Revenue of the Electric Utility unless and until withdrawn from that account as provided herein. The City may deposit earnings from investments in the Rate Stabilization Account into any Electric Utility fund or account as authorized by ordinance, and such deposits shall be included as Adjusted Net Revenue in the year of deposit.

No deposit of Net Revenue of the Electric Utility shall be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant Fiscal Year.

Section 19. Contract Resource Obligations. The City may at any time enter into one or more Contract Resource Obligations for the acquisition, from facilities to be constructed, of electric energy supply, transmission or other commodity or service relating to the Electric Utility. The City may determine that, and may agree under a Contract Resource Obligation to provide that, all payments under that Contract Resource Obligation (including payments prior to the time that electric energy supply or transmission or other commodity or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Expenses if the payments required to be made under the Contract Resource Obligation are not subject to acceleration and the following additional requirements are met at the time such a Contract Resource Obligation is entered into or is deemed to be a Contract Resource Obligation hereunder:

(a) No event of default has occurred and is continuing under the terms of any debt obligation of the City in respect of the Electric Utility; and

(b) There shall be on file a certificate of an independent licensed professional engineer or engineering firm stating that in his, her or its professional opinion:

(1) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply or transmission rendered;

(2) the source of any new supply, and any facilities to be constructed to provide the supply or transmission, are sound from an electric energy or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission no later than a date set forth in the independent licensed professional engineer's certification; and

(3) the Net Revenue of the Electric Utility will be sufficient to meet the Coverage Requirement for each of the five Fiscal Years following the year in which the Contract Resource Obligation is incurred, where the calculation of Net Revenue (i) takes into account the adjustments to Gross Revenue permitted under the Parity Conditions, and (ii) adjusts the Operation of Maintenance Expenses by the independent licensed professional engineer's estimate of the payments to be made in accordance with the Contract Resource Obligation.

Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service relating to the Electric Utility from existing facilities and from treating those payments as Operation and Maintenance Expenses. Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service from facilities to be constructed and from agreeing to make

payments with respect thereto, such payments constituting a lien and charge on the Net Revenue of the Electric Utility subordinate to that of the Parity Bonds.

Section 20. Authorization of Future Parity Bonds; Subordinate Bonds. The City covenants with the owner of each of the Bonds for as long as any of the same are Outstanding that it will not create any special fund or funds for the payment of the principal of and interest on any additional electric revenue bonds or incur any other obligation not within the definition of Operation and Maintenance Expenses that will have any priority over the payments that are required by this ordinance to be made into the Bond Fund out of the Net Revenue of the Electric Utility. Nothing contained in this section shall prevent the City from issuing Subordinate Bonds.

With respect to Future Parity Bonds, the City covenants that it will issue Future Parity Bonds only if the Parity Conditions are met and complied with at the time of issuance of such Future Parity Bonds; and only for the purposes of:

(a) acquiring, constructing and installing additions, betterments and improvements to and extensions of, acquiring necessary equipment for, or making necessary replacements of or repairs or capital improvements to the Electric Utility pursuant to a plan or plans of additions and betterments, or paying obligations of the Electric Utility;

(b) refunding by exchange, purchasing and retiring, or advance refunding by call and payment at or prior to their maturity any part or all of the Parity Bonds; or

(c) for other purposes then permitted by law. If the Parity Conditions are met and complied with at the time of the issuance of such Future Parity Bonds, then payments into the Bond Fund with respect to such Future Parity Bonds shall rank equally with the payments out of the Net Revenue required to be made into the Bond Fund by the Outstanding Parity Bond Ordinances and this ordinance.

Section 21. Tax Matters.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 22. Refunding of Refunded Bonds.

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized and directed to appoint a financial institution to serve as Refunding Trustee and to perform the duties of Refunding Trustee under this ordinance.

(b) *Selection of Refunded Bonds.* The Designated Representative is authorized and directed to select the Refunding Candidates to be refunded by the Bonds. The Designated Representative may choose to refund fewer than all of the Refunding Candidates. The Refunded Bonds, as selected by the Designated Representative, shall be identified in a Refunding Plan set forth in the Refunding Trust Agreement.

(c) *Use of Bond Proceeds for Refunding Plan; Acquisition of Acquired Obligations.* On the Issue Date, sufficient proceeds of the sale of the Bonds and the City Contribution, if any, shall be deposited with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds by carrying out the Refunding Plan in accordance with the Refunding Trust Agreement. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations shall be listed and more particularly described in a schedule attached to the Refunding Trust Agreement, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to carry out the Refunding Plan shall be returned to the City for deposit in the Principal and Interest Account to pay interest on the Bonds on the next upcoming interest payment date.

(d) *Substitution of Acquired Obligations.* The City reserves the right at any time to substitute cash or other direct, noncallable obligations of the United States of America ("Substitute Obligations") for any of the Acquired Obligations if the City obtains (1) an opinion of Bond Counsel to the effect that the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code, and (2) a verification by a nationally recognized independent certified public accounting firm that such substitution will not impair the timely payment of the amounts required to be paid by the Refunding Plan. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful purpose.

(e) *Refunding Trust Agreement; Administration of Refunding Plan.* The Designated Representative is authorized and directed to execute a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with carrying out the Refunding Plan. The Refunding Trust Agreement shall, among other things, authorize and direct the Refunding Trustee to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plan. All Acquired Obligations (or Substitute

Obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of Ordinance No. 35-06, this ordinance, chapter 39.53 RCW and other applicable State law. All administrative costs (including without limitation all necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan) and costs of issuance of the Bonds may be paid out of the amounts deposited with the Refunding Trustee, in accordance with the Refunding Trust Agreement.

(f) *Call for Redemption of the Refunded Bonds.* The Designated Representative is authorized to call the Refunded Bonds for redemption on the Redemption Date at par, plus accrued interest. Such call for redemption shall identify the Refunded Bonds, the maturity dates, the Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Purchaser. The Designated Representative is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to Ordinance No. 35-06, and to take all other actions necessary to effect the redemption of the Refunded Bonds on their applicable Redemption Dates.

(g) *Additional Findings with Respect to Refunding.* Prior to approving the sale of the Bonds allocable to the Refunding Plan, the Designated Representative shall make the following determinations in writing if in his or her judgment the following conditions are met:

(1) The savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds allocable to the Refunding Plan and the principal and interest cost over the life of the Refunded Bonds, but for such refunding) shall be equal to at least the percentage savings set forth in Exhibit A. In making such determination, the Designated Representative shall give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the Bonds pending redemption of the Refunded Bonds.

(2) The Refunding Plan will provide sufficient funds to discharge and satisfy the obligations of the City under Ordinance No. 35-06. In making such determination, the Designated Representative may rely upon a verification by a nationally recognized independent certified public accounting firm.

Section 23. Sale and Delivery of the Bonds; Parity Certificate.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of Bonds by negotiated sale or private placement or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and

other advisors. In determining the method of sale and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of Bonds are to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement shall set forth the Final Terms. The Designated Representative is authorized to execute and deliver the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Final Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder's offer to purchase of the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance, and such award shall constitute the Bond Purchase Agreement. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Parity Certificate.* At the time of issuance of the Bonds, the Designated Representative shall cause to be executed and have on file a certificate of coverage as required for the issuance of Future Parity Bonds under the authorizing ordinances for the Outstanding Parity Bonds.

(e) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 24. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with the Bonds to the public or through a Purchaser acting as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser, if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds in substantially the form attached as Exhibit D and as such form may be revised upon publication of the Preliminary Official Statement for the Bonds.

Section 25. Amendatory Ordinances.

(a) This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section. Ordinances authorizing the issuance of Future Parity Bonds shall not be deemed to be supplemental or amendatory ordinances described in this section.

(b) *Amendments Not Requiring Consent.* The City may from time to time and at any time, without the consent of or notice to the Registered Owners of the Parity Bonds at the time Outstanding, pass amendatory ordinances as set forth below. Before the City shall pass any such amendatory ordinance pursuant to this subsection (b), there shall have been delivered to the City an opinion of Bond Counsel, stating that such amendatory ordinance is authorized or permitted by this ordinance and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on any Parity Bonds issued as tax-exempt bonds.

(1) to cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the Owner of any Parity Bond;

(2) to impose upon the Bond Registrar (with its consent) for the benefit of the Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(3) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(4) to confirm, as further assurance, any pledge under, and to subject to any claim, lien or pledge created or to be created by, this ordinance any other money, securities or funds;

(5) to authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Outstanding Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; and

(6) to modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the Owners of the Parity Bonds at the time Outstanding, and which does not involve a change described in subsection (c) of this section.

(c) *Amendments Requiring Supermajority Consent.* In addition to an amendatory ordinance passed pursuant to subsection (b) above, the Registered Owners of not less than 60% in aggregate principal amount of Parity Bonds then Outstanding shall have the right from time to time to consent to and approve the passage by the City of any amendatory ordinance deemed necessary or desirable by the City Council for the purpose of amending or supplementing, in any particular, any of the terms or provisions contained in this ordinance, as follows:

(1) Prior to passage of the proposed amendatory ordinance, the City shall cause notice of the proposed amendatory ordinance to be given by first class United States mail to all Registered Owners of the Parity Bonds then Outstanding, to any Bond Insurer providing a bond insurance policy then in effect with respect to an issue of Parity Bonds, to the extent required under such policy, and each Rating Agency. Such notice shall briefly set forth the nature of the proposed amendatory ordinance and shall state that a copy thereof is on file at the office of the City Clerk for inspection by all Registered Owners of the Outstanding Bonds.

(2) Within two years after the date of the mailing of such notice, the City may pass such amendatory ordinance in substantially the form described in such

notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the Registered Owners of the Bonds, and (ii) an opinion of Bond Counsel stating that such amendatory ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of the interest on the Bonds.

(3) If Registered Owners of not less than 60% of Parity Bonds then Outstanding have consented to the passage of the amendatory ordinance as herein provided, no owner of the Bonds shall have any right to object to the passage of such amendatory ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from passing the same or from taking any action pursuant thereto.

(d) *Amendments Requiring Unanimous Consent.* Nothing contained in this section shall permit, or be construed as permitting, except upon consent of all of the Registered Owners of the Parity Bonds then Outstanding: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Parity Bond then Outstanding, or a reduction in the principal amount or redemption price of any Parity Bond then Outstanding, or a change in the method of redemption or redemption price of any Parity Bond then Outstanding, or a change in the method of determining the rate of interest thereon; (ii) a preference or priority of any bond or bonds over any other bond or bonds; or (iii) a reduction in the aggregate principal amount of Parity Bonds.

(e) *Effect of Amendment.* Upon the passage of any amendatory ordinance pursuant to the provisions of this Section 25, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all Registered Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such amendments.

(f) *Provisions Regarding Bond Insurers.* For so long as any bond insurance policy is in effect with respect to an issue of Parity Bonds, the City shall mail notice of amendment under this section, together with a copy of the amendatory ordinance to the Bond Insurer. Each Bond Insurer shall be deemed to be the Registered Owner of the Parity Bonds insured by it at all times for the purpose of giving any approval or consent to the passage of any amendatory ordinance and, in the event of default under this ordinance or the Parity Bonds, for all other purposes.

Section 26. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the

purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 27. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 28. Effective Date of Ordinance. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular open public meeting thereof, this 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: September 6, 2015

PARAMETERS FOR FINAL TERMS OF THE BONDS

- (a) Principal Amount. The Bonds shall not exceed the aggregate principal amount of \$32,000,000.
- (b) Date or Dates. Each Series of Bond shall be dated the Issue Date, which date may not be later than one year after the effective date of this ordinance.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
- (d) Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.0%, and the true interest cost to the City for any Series of Bonds may not exceed 5.0%.
- (e) Payment Dates. Interest shall be payable semiannually on dates acceptable to the Designated Representative, commencing no later than twelve months following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments annually thereafter, on dates acceptable to the Designated Representative.
- (f) Maturities; Final Maturity. The final maturity of the Bonds allocated to the Plan of Additions shall mature no later than December 1, 2045. The final maturity of the Bonds allocated to the Refunding Plan may not be later than the date of final maturity of the Refunded Bonds and the annual principal and interest requirements of those Bonds may not exceed the annual principal and interest requirements of the Refunded Bonds, except that the principal amount of any maturity may be increased for the purpose of rounding out that maturity to the nearest five thousand dollars.

- (g) Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.
 - (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.
- (h) Price. The purchase price for any Series of Bonds may not be less than 98% or more than 120% of the stated principal amount of that Series.
- (i) Other Terms and Conditions.
- (1) The Designated Representative shall make the findings set forth in Section 22(g), including a finding that a minimum net present value savings of 3.5% of the Refunded Bonds is to be achieved.
 - (2) The Designated Representative must determine that all of the Parity Conditions have been met or satisfied by the Issue Date.
 - (3) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement or for the purchase of a Reserve Security; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

- (4) The Designated Representative must select which Refunding Candidates are to be refunded by the Bonds.

Parity Conditions

(a) There may be no deficiency in the Principal and Interest Account, the Reserve Account or any other account in the Bond Fund.

(b) The ordinance authorizing any Future Parity Bonds must require that the additional amount necessary to satisfy the Reserve Requirement because of the issuance of such Future Parity Bonds be made up from deposits into the Bond Fund of a Reserve Security, from the proceeds of such Future Parity Bonds, or by approximately equal monthly payments from Net Revenue of the Electric Utility made within five years after the date of issuance of such Future Parity Bonds. Any combination of the foregoing methods of funding the Reserve Requirement shall satisfy the Reserve Requirement for purposes of these Parity Conditions.

(c) The City must have on file with the City Clerk either:

(1) a certificate of the Finance Director of the City, supported by the Electric Utility financial statements, demonstrating that the Adjusted Net Revenue of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued; or

(2) a certificate from an independent licensed professional engineer or engineering firm showing that in his, her or its professional opinion the Adjusted Net Revenue of the Electric Utility, which will be available in each succeeding year for the payment of principal of and interest on all Parity Bonds then Outstanding and the Future Parity Bonds, will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued. Computation of estimated future Adjusted Net Revenue of the Electric Utility shall be based upon income and expense statements of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds, plus additional adjustments, which may reflect:

(i) any current changes in Net Revenue of the Electric Utility for the base period which would have occurred if the schedule of rates and charges in effect at the time of the computation (or approved by the City Council as of the time of such computation and to become effective within 30 days thereof) had been in effect during the portion of the period in which such schedule was not in effect;

(ii) a full twelve months of revenue from any customers of the Electric Utility added prior to the computation date;

(iii) the loss of customers since that period;

(iv) any changes in Net Revenue of the Electric Utility estimated to be received as a result of, and upon completion of, any facilities under

construction or to be acquired, constructed or installed as a part of the Electric Utility which are not reflected fully in the base period statement; and

(v) Annualized net revenue from the improvements to be financed from the proceeds of the proposed Future Parity Bonds.

(d) If the Future Parity Bonds proposed to be issued are for the sole purpose of refunding any Parity Bonds then Outstanding, the certificate referred to in paragraph (c), above, shall not be required, so long as

(1) the Maximum Annual Debt Service for the proposed Future Parity Bonds is less than the Maximum Annual Debt Service for the Parity Bonds to be refunded, and

(2) the final maturity of the proposed Future Parity Bonds are not extended beyond the final maturity of the Parity Bonds to be refunded.

Prior: Ordinance No. 17-85, Section 4.01
Ordinance No. 35-06, Section 8.01
Ordinance No. 30-09, Section 7.01
Ordinance No. 06-13, Section 8.01

DESCRIPTION OF PLAN OF ADDITIONS

The planned additions and betterments to and extensions of the Electric Utility consist of those Electric Utility projects set forth in the City's 2015-2030 Capital Improvement Plan adopted by Ordinance No. 36-14, as such plan may be amended from time to time.

A summary of the improvements expected to be financed, in whole or in part, with proceeds of the Bonds is as follows:

1. Renewals, replacements and systems improvements;
2. Plan, design and construct the Dallas Road and SE Richland substations and other substation improvements;
3. Complete feasibility study, design and implement an electrical utility smart grid/advanced metering infrastructure program within the Electric Utility service area; and
4. Other projects, including line extensions, feeders, purchase of service area infrastructure, system improvements and transformer maintenance.

**[Form of]
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE**

**City of Richland, Washington
Electric [Improvement and Refunding] Revenue Bonds, 2015**

The City of Richland, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 49-15 of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the dates specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided.

- (i) The annual financial information that the City undertakes to provide in paragraph (a) shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, however, that if and when audited financial statements are prepared and available they will be provided; [(2) a statement of outstanding bonded debt secured by Net Revenues of the Electric Utility, (3) debt service coverage ratios, and (4) general customer statistics for the Electric Utility.] *[Subject to revision upon publication of the Preliminary Official Statement.]*
- (ii) The Annual Financial Information shall be provided not later than the last day of the ninth month after the end of each Fiscal Year of the City (currently, a fiscal year ending December 31), as such Fiscal Year may be changed as required or permitted by State law, commencing with the City's Fiscal Year ending December 31, 2015. If unaudited annual financial statements are provided by such deadline, the audited financial statements shall be provided when and if available.
- (iii) The Annual Financial Information may be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the Beneficial Owner of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

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. 49-15 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on _____, 2015, as that ordinance appears on the minute book of the City.

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

Dated: _____, 2015.

CITY OF RICHLAND, WASHINGTON

Marcia Hopkins, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/01/2015

Agenda Category: Items of Business

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 154-15, Authorizing a Memorandum of Understanding with the Confederated Tribes of the Umatilla Indian Reservation

Department:

Community & Development Services

Ordinance/Resolution Number:

154-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 154-15, authorizing the Mayor and City Manager to sign and execute a Memorandum of Understanding with the Confederated Tribes of the Umatilla Indian Reservation.

Summary:

The City and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) first entered into a Memorandum of Understanding (MOU) regarding the protection of cultural resources in 1994. The City has worked to implement the MOU, and has found the CTUIR to be a good partner. Since that time, the parties have identified new ways that cooperation can benefit their respective citizens.

Economic development activities have increased in priority for the City and the CTUIR. The resources available to the parties to conduct economic development have also increased. More specifically, there are sites in City ownership that hold great potential for economic development activity and represent potential partnership projects between the parties for the development of mutually beneficial projects.

In addition to economic development, the parties wish to improve the communication regarding impacts and protection of cultural and natural resources within the City. Improved communication will help to preserve important cultural resources and natural resources for future generations. These cultural and natural resources are critical for the City because they help to create a distinct identity for the City of Richland, one that is unique, authentic, and in demand by visitors and citizens alike.

This Memorandum of Understanding represents good faith voluntary commitments that are being made by the Parties in the spirit of cooperation and accommodation. The Parties are motivated by their belief that the City of Richland and the citizens of the Confederated Tribes of the Umatilla Indian Reservation will mutually benefit from the cooperation.

Fiscal Impact:

Although there is no direct fiscal impact associated with this action, some additional expense with administering the Agreement and providing notice will be incurred. It is expected that the overall benefit of increased economic development activity combined with future grants will offset the expenses.

Attachments:

1. Resolution 154-15
2. Restated MOA with the CTUIR

RESOLUTION NO. 154-15

A RESOLUTION of the City of Richland authorizing the execution of a Memorandum of Agreement with the Confederated Tribes of the Umatilla Indian Reservation for promotion and protection of shared interests.

WHEREAS, the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), a federally recognized Indian Tribe, is a sovereign governmental entity with an interest in the preservation, protection, and perpetuation of its cultural heritage and other rights under federal and state law, including Treaty rights on lands ceded by the Treaty of 1855 with the Walla Walla, Cayuse, and Umatilla tribes (hereinafter "Treaty"), or otherwise within the CTUIR aboriginal use area; and

WHEREAS, the City of Richland is a First Class City incorporated under the laws of the State of Washington with all the powers granted to cities of the first class by the Constitution and general laws of the State and all powers implied thereby, located within the lands ceded by the Treaty of 1855 or otherwise within the CTUIR aboriginal use area; and

WHEREAS, the Parties entered into a Memorandum of Understanding for the Coordination of Tribal Involvement in the City of Richland's Land Use Planning Process in 1994 ("1994 MOU"), and the Parties now desire to enter into a new Memorandum of Agreement to replace the 1994 MOU; and

WHEREAS, the Parties share a mutual interest in educating the public regarding local culture, history, and the environment; and

WHEREAS, the Parties share a mutual interest in the protection of cultural and natural resources consistent with CTUIR's recognized Treaty Rights and the City's jurisdiction over land within the geographical boundaries of the City of Richland's Growth Management Area; and

WHEREAS, the Parties also share a mutual interest in encouraging economic activity that enables the Parties to better achieve their mutual and individual interests; and

WHEREAS, the Parties deem it to be in their mutual best interest to collaborate in the development of specific projects, activities, and procedures to achieve shared interests including economic development, natural and cultural resource protection and treaty related activities; and

WHEREAS, nothing in this MOU affects the legal rights of the Parties, nor shall it confer any jurisdiction on the City of Richland over the CTUIR or CTUIR over the City of Richland.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, authorizes the Mayor and the City Manager to sign and execute a Memorandum of

Agreement with the Confederated Tribes of the Umatilla Indian Reservation for promotion and protection of shared interests.

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 1st day of September, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATION BETWEEN
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
AND
THE CITY OF RICHLAND**

This Memorandum of Understanding (hereinafter “MOU”) is made by and between the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe organized pursuant to its Constitution and Bylaws and its Treaty of 1855 (hereinafter “CTUIR”), and the City of Richland, a Washington municipal corporation and City of the First Class, (hereinafter “City”). Collectively, City and CTUIR may be referred to throughout this MOU as the “Parties.”

This MOU represents good faith voluntary commitments that are being made by the Parties in the spirit of cooperation and accommodation. The Parties are motivated by their belief that these commitments will mutually benefit the citizens of the Umatilla Indian Reservation and the City of Richland.

I. Recitals

WHEREAS, the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, is a sovereign governmental entity with an interest in the preservation, protection, and perpetuation of its cultural heritage and other rights under federal and state law, including Treaty rights on lands ceded by the Treaty of 1855 with the Walla Walla, Cayuse, and Umatilla tribes (hereinafter “Treaty”), or otherwise within the CTUIR aboriginal use area; and

WHEREAS, the City of Richland is a First Class City incorporated under the laws of the State of Washington with all the powers granted to cities of the first class by the Constitution and general laws of the State and all powers implied thereby, located within the lands ceded by the Treaty of 1855 or otherwise within the CTUIR aboriginal use area; and

WHEREAS, the Parties entered into a Memorandum of Understanding for the Coordination of Tribal Involvement in the City of Richland’s Land Use Planning Process in 1994 (“1994 MOU”), and the Parties now desire to enter into a new MOU to replace that document; and

WHEREAS, the Parties share a mutual interest in educating the public regarding local culture, history, and the environment; and

WHEREAS, the Parties share a mutual interest in the protection of cultural and natural

resources consistent with CTUIR's recognized Treaty Rights and the City's jurisdiction over land within the geographical boundaries of the City of Richland's Growth Management Area, and;

WHEREAS, the Parties also share a mutual interest in encouraging economic activity that enables the Parties to better achieve their mutual and individual interests; and

WHEREAS, the Parties deem it to be in their mutual best interest to collaborate in the development of specific projects, activities, and procedures to achieve shared interests including economic development, natural and cultural resource protection and treaty related activities; and

WHEREAS, nothing in this MOU affects the legal rights of the Parties, nor shall it confer any jurisdiction on the City of Richland over the CTUIR or CTUIR over the City of Richland.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties declare their respective objectives as follows:

II. Terms of Understanding

A. Government-to-Government Relationship

1. The Parties desire to establish a government-to-government relationship for the purpose of discussing a range of shared interests, including, but not limited to, productive use of environmental resources, economic development, protection of cultural and natural resources, and the protection, management and exercise of Treaty Rights within the City of Richland and its urban growth boundary. The CTUIR, represented by its Board of Trustees, and the City of Richland, represented by its City Council, will meet annually during the month of August to review the status of projects and procedures developed to implement the Parties' shared interests. The Parties agree to alternate the hosting of this event, with the CTUIR to host in odd years and the City to host in even years.
2. In addition to the above annual meeting, the Parties agree to meet administratively, as deemed appropriate by the Executive Director of the CTUIR and the City Manager of the City of Richland, for the purpose of developing projects, activities, and procedures that will implement the vision of collaboration. For purposes of this MOU, an "administrative meeting" means a meeting between the management or staff from both Parties, exclusive of the governing boards or political appointees of either party.

B. Cultural & Archaeological Protections and Education

1. Under the 1994 MOU, a procedural manual to guide actions when encountering human remains was developed (hereinafter “Procedural Manual”). The Parties will work together to update the Procedural Manual to bring it current with relevant regulation, technology and information. The Parties will further ensure that the Procedural Manual does not conflict with applicable federal or state law, including RCW 68.50 related to Human Remains.
2. The Parties agree to cooperate, as necessary, when pursuing state and federal funding opportunities for the purpose of protection, preservation and perpetuation of cultural and natural resources, and for the development of cultural and archaeological educational programs related thereto.

C. Environmental Protections and Productive Use

1. The Parties recognize that each maintains interest in the land development process, and that each possesses the ability to influence the land development process. With this MOU, the Parties agree to cooperate, to the extent feasible, to encourage economic development opportunities and pursue projects for the protection of natural and cultural resources within the geographical boundaries of the City which are compatible with the CTUIR’s Treaty Rights.
2. The City will provide notice to the CTUIR of State Environmental Policy Act (SEPA) applications by including the CTUIR on the City’s permit notification distribution list. Further, should the CTUIR choose to make comments, the City will take into consideration CTUIR’s comments, including but not limited to comments related to the perceived impacts that an action might have on the CTUIR’s traditional hunting, fishing, and gathering grounds, cultural resources and ancestral remains.
3. The Parties agree to cooperate to identify, establish, and preserve access to traditional hunting, gathering and fishing grounds in accordance with the Treaty, as necessary and on a case by case basis.
4. The Parties agree to identify and pursue federal, state, and/or private funding opportunities for environmental protection, cultural protection, environmental educational programs, and cultural education programs, as feasible.

D. Voluntary Information Sharing

1. The City is committed to complying with all requirements of state and federal law with regard to notification obligations. To the extent that the following notifications are required by state or federal law, the City will continue to comply with the law as written or hereinafter amended. To the extent that the notice requirements are voluntary, the City, pursuant to this MOU, will provide the following notifications:
 - a. Include the CTUIR in distribution of State Environmental Policy Act (SEPA) and Washington Shoreline Substantial Development Permit notifications.
 - b. Provide the CTUIR with advance written notification of any non-emergency development or construction on municipally-owned property which involves subsurface disturbance to a depth of greater than 6 inches (below sod level) when such development or construction occurs within 0 to 1,320 linear feet of the mean high water levels of either the Columbia or Yakima Rivers.
 - i. Unless D.1.c applies, notifications are not necessary within 250 to 1,320 linear feet of the mean high water levels for: colocation of utilities in existing utility trenches; maintenance within existing irrigation trenches; excavation to access existing utility vaults; maintenance or replacement of existing roadway, curb, gutter, sidewalk and paved trails; replacement of existing landscaping within existing location within developed parks and right-of-way; stump grinding; or when notification was provided of the project within the prior five years.
 - ii. An expedited 14-day review of operational activities will occur for planting of new trees, installing concrete pads less than 14-feet in diameter, and installing signs requiring excavation of 5½ cubic feet or less.
 - iii. If items suspected to be cultural resources are observed, cease activities occurring within 100 feet of the discovery in order to protect the integrity of such resources and notify the CTUIR Cultural Resources Protection Program and Washington Department of Archaeology and Historic Preservation (DAHP). Reasonable steps shall be taken to secure the area. No cultural resources will be further disturbed or transported from its original location, unless determined necessary, in consultation with the CTUIR and DAHP.

- c. Provide advance written notification on any municipal project that includes direct federal funding, federal ownership, or when permitting would otherwise require compliance with the National Historic Preservation Act.
2. The CTUIR will voluntarily provide the City with the following information:
 - a. Map of published traditional places and names with cultural relevance. This list is not exclusive of all traditional places.
 - b. Educational resources describing traditional hunting and fishing practices.

E. Notice and Mitigation Recommendations

1. For proposed City projects within 1,320 lineal feet of the mean high water levels of either the Columbia or Yakima rivers, the following procedure will be followed:
 - a. Within 30 calendar days of receipt of notification, the CTUIR will advise the City in writing of all relevant concerns regarding the project, and include recommendations for efforts to identify the scope of potential impacts to cultural, natural or other Treaty resources and mitigation where it is clear that such impacts will result from the project. The CTUIR's failure to respond after receipt of notification shall not constitute a waiver of CTUIR's opportunity to provide input. The City may move forward with the project after 30 days have expired and no comments were received. Comments after the 30-day period may be considered if doing so would not unreasonably delay project implementation or if otherwise required by applicable state or federal law.
 - b. Upon receipt of written concerns from CTUIR and the corresponding mitigation measures, the City may elect to begin the project concurrent with implementing one of the CTUIR's recommended mitigation measures. Should the City determine that any of the recommended mitigation measures are unfeasible, the Parties agree to meet administratively to identify possible revisions to the project and/or additional mitigation options that will address the items of concern identified by the CTUIR while striving to minimize mitigation expenses.
 - c. Should a meeting become necessary, the Parties will meet as soon as practicable to complete a preliminary assessment of known resources and to develop recommendations, both substantive and procedural, for addressing issues identified by the CTUIR.

2. Any notice to the CTUIR required by this Memorandum of Understanding shall be directed to the Executive Director, Confederated Tribes of the Umatilla Indian Reservation, 46411 Timíne Way, Pendleton, OR 97801. Correspondence with the City of Richland shall be directed to the City Manager, City of Richland, P.O. Box 190, Richland, WA 99352.

F. Preference for Tribal Consultants

1. The City appreciates the value of knowledgeable consultants who possess true subject matter expertise. Therefore, when possible, the City will give preference to consultants who possess 1) Tribal affiliation and 2) knowledge of the Columbia Plateau when evaluating proposals from consultants to perform cultural and natural resource surveys, and subsurface testing, protection, or mitigation work as required under applicable law, or as otherwise deemed appropriate for projects identified under Section (D)(1)(b) of this MOU.
2. The City shall at all times comply with all laws prohibiting discrimination in the hiring process, and nothing in this Section shall be deemed to authorize or require the City to engage in any practice that violates state or federal discrimination laws.

G. Economic Development Activities and Projects

Understandings and Obligations of the Parties. The Parties hereby agree to undertake the following measures to achieve their common objectives of attracting and developing projects and activities when appropriate:

1. The Parties will review and coordinate on projects and activities that the Parties might have some interest in developing jointly.
2. Projects and activities may include development of property, including planning, land acquisitions, land transfers, and facilities development and construction, and/or development of services and infrastructure necessary to serve economic development properties the Parties have interest in.

H. Conflict Resolution

1. The Parties shall attempt in good faith to promptly resolve any dispute by discussion between their respective executives who have the authority to settle the controversy, and who are at a higher level of management than the persons with direct responsibility for administration of this MOU. Any party may give the other party

written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice of dispute, the receiving party shall submit to the other a written response. The notice and the response shall each include, with reasonable particularity: (a) a statement of each party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the responding party's written response to the notice of dispute, the executives of both Parties shall meet at a mutually acceptable time and place.

2. In the event that the Parties are unable to come to an understanding and resolve the dispute using the above resolution process, either party may cancel this memorandum upon giving 30 days' written notice to the other party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the 3rd day of September, 2015.

CITY OF RICHLAND

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

David W. Rose
Mayor

Gary Burke,
Board of Trustees Chairman

Cynthia D. Reents, ICMA-CM
City Manager

Approved as to Form:

Approved as to Form:

Heather Kintzley
City Attorney

Legal Counsel