



Agenda
City Council Regular Meeting
Tuesday, October 6, 2015
City Hall Council Chamber | 505 Swift Boulevard

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

1. Executive Session Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)
 - Heather Kintzley, City Attorney

Agenda Item:

2. 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)

Presentations:

3. Resolution of Appreciation to Sally O'Neal for Service on the Library Board - Resolution No. 163-15 (5 minutes)
 - David Rose, Mayor
4. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director
5. Presentation of Retirement Letter and Plaque to Firefighter Carl Kostoff (5 minutes)
 - David Rose, Mayor
6. Overview of the 2016 City Manager's Proposed Budget
 - Cindy Reents, City Manager

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

7. Proposed Surplus of Equipment - Resolution No. 174-15
 - Cathy Robinson, Purchasing Manager

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:

8. Approve the Minutes for the Council Meetings Held September 15 & 22, 2015
 - Heather Kintzley, City Attorney
9. Approve the Minutes of the Richland City Council / Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Government to Government Meeting Held on September 3, 2015
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

10. Ordinance No. 57-15, Amending RMC Title 18: Water, Relating to Irrigation Rates and Meter Fees
 - Pete Rogalsky, Public Works Director
11. Ordinance No. 61-15, Proposed Increase in Appropriation of the Park Capital Project Construction Fund Regarding Playground Equipment in Barth Park and Revising the 2015 Capital Improvement Plan
 - Phil Pinard, Planning and Capital Projects Manager

Ordinances - Second Reading/Passage:

12. Ordinance No. 48-15, Amending RMC Title 3: Finance, Repealing and Replacing Chapter 3.04 Purchasing, in its Entirety
 - Cathleen Koch, Administrative Services Director
13. Ordinance No. 55-15, Amending RMC Title 23, Regarding Residential Standards Applicable to the Business Research Park District and Off-Street Parking Standards for Studio Apartments
 - Rick Simon, Development Services Manager
14. Ordinance No. 56-15, Increasing Appropriations in the General Fund and the Golf Course Fund related to forgiveness of an interfund loan
 - Joe Schiessl, Parks and Public Facilities Director
15. Ordinance No. 58-15, Approving Whitfield Annexation of 26.3 Acres of Land Near Queensgate Drive and Shockley Road, Providing for Assumption of Existing City Indebtedness and Amending the Official Zoning Map
 - Rick Simon, Development Services Manager
16. Ordinance No. 60-15, Authorizing Line of Credit for Interim Financing of Reata Road Area Water and Sewer Local Improvement District Project
 - Pete Rogalsky, Public Works Director

Resolutions – Adoption:

17. Resolution No. 162-15, Appointment to the Library Board: Sally Mohr
 - Heather Kintzley, City Attorney
18. Resolution No. 163-15, Expressing Appreciation to Sally O'Neal for Service on the Library Board
 - Heather Kintzley, City Attorney
19. Resolution No. 168-15, Authorizing the Purchase of 0.5-Acres from Columbia Basin College
 - Kerwin Jensen, Community Development Director
20. Resolution No. 174-15, Approval of Sale of Surplus Equipment
 - Cathleen Koch, Administrative Services Director

21. Resolution No. 178-15, Appointment to the Americans with Disabilities Act Citizens Advisory Committee:
Katherine Ostrom
- Heather Kintzley, City Attorney
22. Resolution No. 179-15, Expressing Appreciation to Samantha Scott for Service on the Americans with Disabilities Act Citizens Advisory Committee
- Heather Kintzley, City Attorney
23. Resolution No. 180-15, Appointments to the Utility Advisory Committee: Roy Keck and Charles Lo Presti
- Heather Kintzley, City Attorney
24. Resolution No. 181-15, Reappointment to the Tri-Cities Regional Public Facilities District Board:
Councilmember Kent
- Cindy Reents, City Manager
25. Resolution No. 182-15, Accepting a \$300,000 Grant from the Washington State Recreation and Conservation Office (RCO) and Authorizing Execution of Agreement with RCO
- Phil Pinard, Planning and Capital Projects Manager
26. Resolution No. 183-15, Authorizing Execution of an Easement for Pipeline Right-of-Way from United States Army Corps of Engineers
- Pete Rogalsky, Public Works Director
27. Resolution No. 184-15, Authorizing the City Manager to Enter into an Agreement with Mercer (US), Inc. for Benefits Consulting and Brokerage Services
- Cathleen Koch, Administrative Services Director
Allison Jubb, Human Resources Director
28. Resolution No. 185-15, Application for the Washington Traffic Safety Commission School Zone Equipment Grant
- Chris Skinner, Police Services Director
29. Resolution No. 186-15, Executing Collector Street Latecomer Agreement with Dream Builders, LLC
- Pete Rogalsky, Public Works Director

Items for Approval:

30. Authorize Travel for Mayor Rose and Councilmembers Thompson and Christensen to Attend the Energy Communities Alliance (ECA) Intergovernmental Meeting, November 17-20, 2015.
- Cindy Reents, City Manager

Expenditures - Approval:

31. Expenditures from September 7, 2015 - September 25, 2015 for \$10,598,972.44 including Check Nos. 226790-227408, Wire Nos. 5984-5997, Payroll Check Nos. 100123-100153, and Payroll Wire/ACH Nos. 9123-9158
- Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

- I. 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: 10/06/2015

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

Key Element:

Subject:

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

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

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

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Agenda Item

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: 10/06/2015

Agenda Category: Presentations

Key Element:

Subject:

Resolution of Appreciation to Sally O'Neal for Service on the Library Board - Resolution No. 163-15 (5 minutes)

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Presentations

Key Element:

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

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

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

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Presentations

Key Element:

Subject:

Presentation of Retirement Letter and Plaque to Firefighter Carl Kostoff (5 minutes)

Department:

City Council

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None

Summary:

Firefighter Carl Kostoff is retiring after 18 years of service in the Richland Fire Department.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Presentations

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Overview of the 2016 City Manager's Proposed Budget

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

None.

Summary:

The City Manager's proposed 2016 Budget will be presented at the October 6, 2015, Council meeting. The remaining 2016 Budget Calendar is as follows:

October 20 Council Meeting:

- Continue 2016 Proposed Budget Discussions, if necessary
- Public Hearing – Revenue Sources Including Property Taxes
- 1st Reading of Ordinances to Approve the Ad Valorem Tax for 2016 and Property Tax Levies

October 27 Council Workshop:

- Continue 2016 Proposed Budget Discussions, if necessary

October 29 - Town Hall Meeting at the Richland Public Library 7:00-8:30 p.m.

November 3 Council Meeting:

- Public Hearing – Proposed 2016 Budget
- 1st Reading of Ordinance to Approve the 2016 Budget and Capital Improvement Plan
- 1st Reading of Ordinance to Approve the 2019 Council Compensation Plan
- 2nd Reading and Passage of Ordinances to Approve the Ad Valorem Tax for 2016 and Property Tax Levies

November 17 Council Meeting:

- Public Hearing – Proposed Amendments to the 2015 Budget
- 1st Reading of Ordinance to Approve Amendments to the 2015 Budget
- 1st Reading of Ordinance to Amend RMC Title 3: Finance, Approving Misc. Accounting Funds, if necessary
- 2nd Reading and Passage of Ordinance to Approve the 2016 Budget and Capital Improvement Plan
- 2nd Reading and Passage of Ordinance to Approve the 2019 Council Compensation Plan

December 1 Council Meeting:

- 2nd Reading and Passage of Ordinance to Approve Amendments to 2015 Budget
- 2nd Reading and Passage of Ordinance to Amend RMC Title 3: Finance, Approving Misc. Accounting Funds, if necessary

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed Surplus of Equipment - Resolution No. 174-15

Department:

Administrative Services

Ordinance/Resolution Number:

174-15

Document Type:

Presentation

Recommended Motion:

None.

Summary:

A public hearing is being held to receive input or comments on the proposed resolution authorizing surplus and disposal of equipment. Refer to Resolution No. 174-15 on the Consent Agenda.

Fiscal Impact:

No

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes for the Council Meetings Held September 15 & 22, 2015

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting(s) held on September 15 & 22, 2015

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft September 15, 2015 Minutes
2. Draft September 22, 2015 Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, September 15, 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, Revell, and Thompson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, Community Development Director Jensen, City Attorney Kintzley, Parks and Public Facilities Director Schiessl and City Clerk Hopkins.

Discussion of Meeting Agenda Items:

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

Council discussed the proposed increase in appropriation in the general fund relating to the golf course fund, the land transfer from the Department of Energy, correcting the September 1, 2015, minutes in a statement of Council Member Revell changing the word "are acceptable" to "are not appropriate," arranging a Hope Solo event as Ms. Reentz has been in contact with Ms. Solo publicity manager recently to discuss options, the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) request to endorse the senate bill to claim ownership of Kennewick Man, and the Tri-Cities Rivershore Enhancement Council discussions on taking back the Tri-Cities riverfront property from the U.S. Army Corps of Engineers.

Ms. Reentz also briefed the Council on the recent meeting with the CTUIR concerning economic development and signing a Memorandum of Understand to facilitate the development of Columbia Point South.

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, Revell, 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 KENT SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations:

1. Mid-Year Financial Review (15 minutes)
 - Cathleen Koch, Administrative Services Director

Ms. Koch gave the mid-year budget review including: discussion on the general fund revenues, the general fund funding sources, general fund property taxes, sales tax activity, general fund expenditures, general fund balances and the revenues and expenditures by fund.

Council discussed the presentation with Ms. Koch. Mayor Rose thanked Ms. Koch and her staff for the good work on the budget preparation.

2. CityView Videos: Operation Warm and Proposed Irrigation Rate Increase
 - Trish Herron, Communications and Marketing Manager

Ms. Herron said the first video is about Operation Warm, coordinated by the Richland Fire Fighters, which provides coats to eligible Jefferson Elementary School children. This year, their goal is to collect enough donations to provide coats to eligible children at Jason Lee Elementary School as well. She continued with more details of the program.

Mayor Pro Tem Lemley pledged \$500 this year and challenged the other Councilmembers to match his pledge.

Ms. Herron said the second video is part of an outreach program to educate the public on the proposed irrigation rate increase that will be considered by Council in October.

3. Citizens' Climate Lobby, Richland Chapter (5 minutes)
 - Alexandra Amonette

Steve Ghan, Charles LoPresti and Alex Amonette introduced themselves and gave their backgrounds. They said they belong to the Citizens' Climate Lobby organization and explained the carbon fee and dividend plan.

Public Hearing:

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

1. Increasing Appropriations in the General Fund and the Golf Course Fund related to Forgiveness of an Interfund Loan - Ordinance No. 56-15
- Joe Schiessl, Parks and Public Facilities Director

Mr. Schiessl said that state statutes requires a public hearing to be held prior to consideration of an ordinance to increase the appropriation of existing fund balance. Ordinance No. 56-15 proposes to increase appropriations to the General Fund and the Golf Course Fund by \$2,283,103, to forgive two interfund loans owed by the City's Golf Course Fund to the General Fund. No cash will move between funds as a result of the budget adjustment.

Mayor Rose opened the public hearing at 8:13 p.m. and closed the hearing at 8:14 p.m. as there were no public comments.

2. Proposed Whitfield Annexation of 26.3 Acres Located South of Shockley Road and West of the Plat of Bordeaux Grove and East of Queensgate Drive
- Ordinance No. 58-15
- Rick Simon, Development Services Manager

Mr. Simon said this public hearing has been scheduled to provide Council with an opportunity to hear from the public concerning the proposed annexation of a 26.3-acre located south of Shockley Road, north of the Kennewick Irrigation District irrigation canal and west of the plat of Bordeaux Grove. Council has reviewed this proposal previously through the adoption of Resolution No. 54-15, which authorized commencement of the annexation process. The Planning Commission held a public hearing and recommended adoption of R1-10 zoning for the property and the Benton County Boundary Review Board approved the proposal. The formal annexation petition was officially certified by the County Assessor. The final steps in the annexation process are for Council to hold the public hearing and to adopt an ordinance annexing the property. Draft Ordinance No. 58-15 has been prepared for Council's consideration and is part of the consent agenda. The proposed annexation is anticipated to have a minor positive fiscal impact to the City, both initially and when full build-out of the property would be achieved in the future.

Council asked several questions regarding the annexation and the zoning.

Mayor Rose opened the public hearing at 8:19 p.m.

Bob Zinsli, 771 Shockley Road, Richland, WA, owns the property adjacent to the property being annexed and stated he has no problem with the annexation.

Mayor Rose closed the public hearing at 8:20 p.m.

Public Comments:

Patrick Paulson, 2253 Davison Avenue, Richland, WA, is concerned with the grading going on by Shockley Road and provided Council with pictures of the project and several documents from the Department of Ecology (DOE). He questioned if all of the proper

permits have been obtained by the developer from the DOE. He requested that Council develop code that requires developers have all of the permit from all agencies before a project can begin and that they are easily obtainable by the public.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

1. Approve the Minutes of the Council Meeting Held September 1, 2015
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 54-15, Increase in Appropriations in the Park Project Construction Fund for the Construction of a Parking Lot at Trailhead Park and Revising the 2015-2030 Capital Improvement Plan
- Phil Pinard, Planning and Capital Projects Manager
3. Ordinance No. 55-15, Amending RMC Title 23, Regarding Residential Standards Applicable to the Business Research Park District and Off-Street Parking Standards for Studio Apartments
- Rick Simon, Development Services Manager
4. Ordinance No. 56-15, Increasing Appropriations in the General Fund and the Golf Course Fund Related to Forgiveness of an Interfund Loan
- Joe Schiessl, Parks and Public Facilities Director
5. Ordinance No. 58-15, Approving Whitfield Annexation of 26.3 Acres of Land Near Queensgate Drive and Shockley Road, Providing for Assumption of Existing City Indebtedness and Amending the Official Zoning Map
- Rick Simon, Development Services Manager
6. Ordinance No. 60-15, Authorizing Line of Credit for Interim Funding of Reata Road Area Water and Sewer Local Improvement District Project
- Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

7. 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
8. Ordinance No. 52-15, Extending the Cable Television Franchise Agreement with Charter Communications to February 1, 2016
- Heather Kintzley, City Attorney

Resolutions – Adoption:

9. Resolution No. 160, Appointments to the Economic Development Committee:
MillieAnne VanDevener, Ron Thomas, and Kristopher Lapp
- Heather Kintzley, City Attorney
10. Resolution No. 161-15, Expressing Appreciation to Gary Spanner for Service
on the Economic Development Committee
- Heather Kintzley, City Attorney
11. Resolution No. 169-15, Authorizing Purchase of Right-of-Way from the
Laborer's Union No. 348 Temple Association, Inc. for Duportail Bridge
Project
- Pete Rogalsky, Public Works Director
12. Resolution No. 170-15, Purchasing Solid Waste Collection Truck from
Western Peterbilt, Inc.
- Pete Rogalsky, Public Works Director
13. Resolution No. 171-15, Authorizing Execution of an Interlocal Agreement
with the Port of Benton for the Planning and Development of the 1,341-Acre
Land Transfer from the Department of Energy
- Kerwin Jensen, Community Development Director
14. Resolution No. 172-15, Awarding Bid to Goodman and Mehlenbacher
Enterprises, Inc. for Reata Road Area Water and Sewer Local Improvement
District Project
- Pete Rogalsky, Public Works Director
15. Resolution No. 173-15, Vantage Highway Pathway Phase 1 Section 4 (f) De
Minimus impact
- Pete Rogalsky, Public Works Director
16. Resolution No. 176-15, Expressing Appreciation to Deanna Hawkins for
Service on the Economic Development Committee
- Heather Kintzley, City Attorney

Expenditures - Approval:

17. Expenditures from August 24, 2015 - September 4, 2015 for \$7,359,188.25
including Check Nos. 226259-226789, Wire Nos. 5972-5983, Payroll Check
Nos. 100108-100122, and Payroll Wire/ACH Nos. 9109-9122
- Cathleen Koch, Administrative Services Director

**COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER CHRISTENSEN
SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION
CARRIED 7-0.**

Items of Business:

1. 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 - First Reading, by Title Only
- Heather Kintzley, City Attorney

Council Member Thompson said he brought this issue forward because a member on the Utility Advisory Committee (UAC) has reached his term limit and Council Member Thompson believes he is a valuable member and should remain eligible to serve on the UAC. He reviewed the opinions of the other Council Members regarding this topic that were made at the September 1, 2015, Council meeting. The vote ended in a tie, as Council Member Kent was absent.

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER ANDERSON SECONDED THE MOTION TO PASS ORDINANCE NO. 50-15.

Council Member Kent apologized for her absence at the last Council meeting, which was due to illness. She said she aligns with Council Member Revell's comments in that term limits are useful, however, she also understands Council Member Thompson position. She said she would not be opposed to extending term limits for all of the boards, commissions and committees (BCC), under special circumstances and when appropriate. She will vote against eliminating term limits for the BCCs per Ordinance No. 50-15.

Council Member Thompson said he would amend his motion to amend the ordinance to create a two-year term extension for the UAC.

City Attorney Kintzley suggested to vote on the Ordinance No. 50-15 as it stands. If it fails, Council can instruct her to bring back an ordinance that adequately reflects the change they desire, rather than having a verbal amendment to Ordinance No. 50-15.

Council Member Christensen said that he has a problem with making an amendment to the ordinance that only allows for an extension for just one board. He believes that discussing a policy that is directed to one individual, is not appropriate. He said if Council wants to consider term extensions, he would like it to apply to all of the BCCs.

Council Member Anderson also does not support an extension for just one board, as the same problem could occur with another BCC member. He would like to eliminate term limits on all of the BCCs and let Council handle the process of removing a BCC member, when necessary.

Mayor Pro Tem Lemley said Council may have the process to remove a BCC member, but may not be willing to act in a timely manner when faced with that situation, as was the case in a recent Council action concerning a BCC member.

Council Member Revell pointed out that the UAC member Council Member Thompson is concerned about reaching his term limit has served 12 years and has had an additional term extension by Council. He supports term limits.

Council Member Kent clarified that she is in favor of a term limit extension that would apply to all of the BCCs.

Council Member Thompson said that after listening to Council's comments, he agrees that if Council decides to bring forward a term limit extension, it should be applied to all BCCs.

THE MOTION FAILED 3-4. COUNCIL MEMBERS CHRISTENSEN, ANDERSON AND THOMPSON WERE IN FAVOR. MAYOR ROSE, MAYOR PRO TEM LEMLEY, AND COUNCIL MEMBERS KENT AND REVELL WERE OPPOSED.

Reports and Comments:

1. City Manager:

Ms. Reents noted that second quarter criminal justice sale tax information is in Council's Tuesday Notes. She also reminded Council of the invitation Kadlec Regional Medical Center sent to Council for the event on September 17, 2015, to place the final steel beam on the Kadlec Hospital expansion project.

2. Council Members:

Council Member Kent commented on the successful Day of Service event held on September 19, 2015, in Columbia Park and thanked the local churches, businesses and volunteers that contributed to the event.

Council Member Christensen said that he attended the meeting with the CTUIR concerning economic development and signing a Memorandum of Understand to facilitate the development of Columbia Point. He also attended a celebration event on the passage of the transportation improvement package that included \$20 million for the Duportail Bridge project Richland will receive from it.

Council Member Thompson said the Operation Warm project is a community event and 100% of the donations goes to the recipient.

Adjournment:

Mayor Rose adjourned the meeting at 8:47 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



MINUTES

CITY COUNCIL WORKSHOP / SPECIAL MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, September 22, 2015

City Council Workshop – 6:00 p.m. (Discussion Only)

Mayor Pro Tem Lemley opened the Council Workshop at 6:00 p.m.

Attendance:

Mayor Pro Tem Lemley, Council Members Anderson, Christensen, Kent and Revell were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Energy Services Director Hammond, Fire and Emergency Services Director Huntington, Parks and Public Facilities Director Schiessl and City Clerk Hopkins.

Agenda Items:

1. Electric Utility Special Equipment Policy (15 minutes)
- Bob Hammond, Energy Services Director

Mr. Hammond gave the following report: Richland Energy Services Department (RES) staff, through policy previously endorsed by the City's Utility Advisory Committee (UAC) and codified in Richland Municipal Code Title 14: Electricity, has adopted policy and administered procedures to ensure as much as is practical that new development pays for itself, thereby not creating a subsidy from existing electric utility customers. RES staff believes there is one substantive gap in meeting this fundamental principle. That gap relates to customers receiving enhanced service through the deployment and operations of special electrical equipment installed on the electric utility system.

At present, such special equipment comes in the form of automated switching devices that allow on-site re-routing of power from a redundant source. Automated Transfer Switches and Loop Restoration Switches have both been installed on the RES electrical system to meet individual customer needs. While working well for those customers, the results are delivering above-standard service and should be paid for by the customers benefitting from that special equipment.

While the cost of this equipment has been paid for by the requesting customers, we believe we should also address the life cycle costs (replacement/upgrade, operations and maintenance). RES staff's schedule is to present the issue in workshop to City Council on September 22, then first reading of the ordinance on October 20 and second reading/passage on November 3.

Council Member discussed the specialized electrical equipment and about the communication to the customers that will be affected by using the special equipment.

2. Electric Revenue Bonds (45 minutes)
- Bob Hammond, Energy Services Director

Mr. Hammond said the RES and Finance Division staff along with the consulting assistance of Public Financial Management, Inc. (PFM), the City's financial advisor, have engaged the UAC for most of 2015 regarding upcoming electric revenue bonds. The main emphasis of this discussion has been on debt service repayment.

This discussion has resulted in two contrasting alternatives for structuring the upcoming 2015 and future bonds. One alternative is supported by RES and Finance staff, the PFM Group, and the majority of the UAC. The other is supported by the minority of the UAC. The UAC rules call for both the majority and minority policy opinions to be presented to City Council when there is not a unanimous opinion.

He said Mr. Kosmata, UAC Member, will speak to the minority policy that he supports outlined in proposed Resolution No. 166-15. RES and Finance staff, along with the City's financial advisor Susan Musselman with Public Financial Management, Inc. (PFM) Group, do not recommend this policy framework.

Mr. Kosmata gave the background on a previous bond structure he worked on that was successful in saving the City money. He said proposed Resolution No. 166-15 provides a policy framework for City staff to use to supplement policy adopted through the Bond Ordinance for each future electric revenue bond sale. This discussion has primarily centered on the approach to structuring the debt service repayment schedules for future bonds.

He said this policy will accomplish: near term savings for current and near term rate payers to the extent necessary to correct the front loaded debt service payment schedule resulting from the 2007 electric revenue bond sale; calculate net present value for total debt service payments using no lower than a 6% return on investment and choose payment schedules that represent the lowest present value of money (lower overall payment impact on customers after considering the value of money to those customers); choose payment schedules which, combined with current debt service payment schedule(s), do not penalize or reward future ratepayers; do not evaluate and/or value a lower total debt service payment without considering the time value of money from the utility customers, not the City's, perspective.

Mr. Hammond said proposed Resolution No. 165-15 provides a policy framework for City staff to use to supplement policy adopted through the Bond Ordinance for each future electric revenue bond sale. This policy framework is recommended by RES and the Finance staff along with the City's financial advisor Susan Musselman with Public Financial Management, Inc. (PFM). This discussion was primarily centered on the approach to structuring the debt service repayment schedules for future bonds. The policy framework recommended through proposed Resolution No. 165-15 aligns with the

majority UAC opinion regarding the structuring of debt service payments for the 2015 and future bond sales.

Ms. Musselman reviewed the materials she supplied Council. Her report included: financial transactions shall be conducted in a manner in which current and future City electric utility ratepayers are treated fairly and equitably in as much as possible; as a general practice, the City will attempt to fund the maintenance of existing electrical infrastructure through retail rates (also known as “rate-financed capital”), to partially fund new electrical infrastructure through development contributions (also known as “facility fees”), and to finance the remaining costs of new electrical infrastructure through the sale of the Bonds; a standard term of thirty (30) years shall be established for the repayment of the Bonds; a repayment schedule of future Bonds shall be established which meets the intent of the policy framework set forth herein as well as remaining in conformance with the parameters set forth through the approval and adoption by Council of each respective Bond Ordinance; the City shall continue to consult with a financial advisor to assist in the sale and administration of the Bonds; and City staff, with advice from the City’s financial advisor and after consultation and deliberation with the UAC, shall provide a report to Council after the passage of each respective Bond Ordinance and prior to the date of Bond sale; and said report to include but not be limited to a compliance status regarding the policy framework set forth herein and any special considerations regarding the upcoming Bond sale.

Adjournment:

Mayor Pro Tem Lemley adjourned the workshop at 7:00 p.m.

SPECIAL CITY COUNCIL MEETING - 7:00 p.m.

Mayor Pro Tem Lemley opened the Special Council meeting at 7:00 p.m.

Attendance:

Mayor Pro Tem Lemley, Council Members Anderson, Christensen, Kent and Revell were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Energy Services Director Hammond, Fire and Emergency Services Director Huntington, Parks and Public Facilities Director Schiessl and City Clerk Hopkins.

COUNCIL MEMBER CHRISTENSEN MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO EXCUSE MAYOR ROSE AND COUNCIL MEMBER THOMPSON. THE MOTION CARRIED 5-0.

Pledge of Allegiance:

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

Ordinance - Second Reading/Passage:

1. Ordinance No. 54-15, Increase in Appropriations in the Park Project Construction Fund for the Construction of a Parking Lot at Trailhead Park and Revising the 2015-2030 Capital Improvement Plan
- Phil Pinard, Planning and Capital Projects Manager

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER REVELL SECONDED THE MOTION FOR SECOND READING AND PASSAGE OF ORDINANCE NO. 54-15, INCREASE IN APPROPRIATIONS IN THE PARK PROJECT CONSTRUCTION FUND FOR THE CONSTRUCTION OF A PARKING LOT AT TRAILHEAD PARK AND REVISING THE 2015-2030 CAPITAL IMPROVEMENT PLAN. THE MOTION CARRIED 5-0.

Resolutions for Adoption:

1. Resolution No. 165-15, Adopting a Policy Framework for Electric Revenue Bond Sales - Option 1
- Bob Hammond, Energy Services Director

Mr. Hammond said the policy framework recommended through Resolution No. 165-15 aligns with the majority UAC opinion regarding the structuring of debt service payments for the 2015 and future bond sales.

COUNCIL MEMBER REVELL MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 165-15, ADOPTING A POLICY FRAMEWORK FOR ELECTRIC REVENUE BOND SALES - OPTION 1. THE MOTION CARRIED 5-0.

2. Resolution No. 166-15, Adopting a Policy Framework for Electric Revenue Bond Sales - Option 2
- Bob Hammond, Energy Services Director

Mr. Hammond said the policy framework recommended through this Resolution No. 166-15 aligns with the minority UAC opinion regarding the structuring of debt service payments for the 2015 and future bond sales.

As no Council Member brought forward this resolution, Mayor Pro Tem Lemley made the following statement.

FOR THE PURPOSE OF OUR MEETING MINUTES, LET THE RECORD SHOW THAT RESOLUTION NO. 166-15, ADOPTING A POLICY FRAMEWORK FOR ELECTRIC REVENUE BOND SALES - OPTION 2, HAS DIED FOR A LACK OF A MOTION.

3. Resolution No. 164-15, Award of Bid to D & D Tri-River Excavating, Inc. for the Construction of a Parking Lot at Trailhead Park

- Phil Pinard, Planning and Capital Projects Manager

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER CHRISTENSEN SECOND THE MOTION TO ADOPT RESOLUTION NO. 164-15, AWARD OF BID TO D & D TRI-RIVER EXCAVATING, INC. FOR THE CONSTRUCTION OF A PARKING LOT AT TRAILHEAD PARK. THE MOTION CARRIED 5-0.

Mr. Schiessl displayed two City of Richland time capsules, about 30 years old, that were dug up in John Dam Plaza today. He asked Council if they would like the time capsules opened at a public event.

Council said they would like them opened at a Council meeting and have Trish Herron, Communications and Marketing Manager coordinate the event. Council Member Kent suggested inviting the senior citizens and former park staff that may be able to share knowledge about the time capsules.

Adjournment:

Mayor Pro Tem Lemley adjourned the special meeting at 7:10 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Richland City Council / Confederated Tribes of the Umatilla Indian Reservation (CTUIR)
Government to Government Meeting Held on September 3, 2015

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the City of Richland / Confederated Tribes of the Umatilla Indian Reservation (CTUIR)
Government to Government meeting held on September 3, 2015.

Summary:

Approve the minutes of the City of Richland / Confederated Tribes of the Umatilla Indian Reservation (CTUIR)
Government to Government meeting held on September 3, 2015.

Fiscal Impact:

Attachments:

- I. Draft Meeting Minutes



MINUTES

**COR-CTUIR Government to Government Meeting
Nixyáawii Governance Center ~ 46411 Timíne Way
Pendleton, OR
Thursday, September 3, 2015**

Government to Government Meeting – 10:00 a.m.

Attendance:

Mayor Rose, Mayor Pro Tem Lemley, Council Members Christensen, and Revell were present.

Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Board of Trustees Chairman Burke, Vice-Chairman Stewart, Treasurer Hines, General Council Chairman Crawford, and Members-At-Large Minthorn, Quaempts, and Star were present.

Present were Richland's City Manager Reents, Community Development Services Director Jensen, Parks and Public Facilities Director Schiessl and Redevelopment Supervisor Moore. Also present were CTUIR's Deputy Executive Director Croswell, Cultural Resources Protection Program Manager Farrow-Ferman, and Economic and Community Development Director Tovey.

Agenda Items:

10:00 a.m. Invocation and Introductions

Chairman Burke did invocations and introductions. An article published in the Tri-City Herald Article was discussed.

10:10 a.m. Opening remarks

Chairman Burke made the opening remarks for the CTUIR Board of Trustees.

Mayor Rose made the opening remarks for the City of Richland.

10:20 a.m. Review of key points in the updated Memorandum of Understanding (CTUIR and City staff)

City Manager Reents and Deputy Executive Director Croswell presented the key points of the Memorandum of Understanding.

10:35 a.m. General topics of discussion / opportunities for collaboration (BOT/City Council)

The Council and Board of Trustees discussed cultural and archaeological resources, environmental and treaty resource protection and economic development. The CTUIR requested political support from the City for their request for acquisition of land from the Department of Energy.

11:30 a.m. Formal Signing Ceremony of the updated Memorandum of Understanding

The parties signed the Memorandum of Understanding.

Other Business:

No other business was conducted.

Adjournment:

The meeting was adjourned at 11:45 a.m.

Respectfully Submitted,

Brian Moore, Redevelopment Supervisor

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 57-15, Amending RMC Title 18: Water, Relating to Irrigation Rates and Meter Fees

Department:
Public Works

Ordinance/Resolution Number:
57-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 57-15, amending Title 18: Water, relating to irrigation rates and meter fees.

Summary:

In January, 2013 the City implemented the current service rates for non-potable irrigation water. The rates apply to services provided to specific areas of the City where non-potable water sources and distribution systems are available, namely Horn Rapids, Columbia Point, southeast Meadow Springs and the north Richland Science and Technology developments.

The 2013 rates were established based on a rate model developed as a component of the 2011 water utility rate study and a 2012 Irrigation System Plan. The rate study anticipated City operation of the Horn Rapids irrigation system for the first time in 2013 and used estimates of operating costs and several capital improvements included in the 2012 System Plan.

A spring 2015 review of system costs shows an increase in utility and capital improvement costs and a decrease in labor costs from the 2012 estimates. A cost of service analysis was prepared that included actual expenses and revenues through the 2014 year and projected revenues and expenses through 2019.

On July 14, 2015 the Utility Advisory Committee (UAC) reviewed this information. Staff and the UAC are recommending a one-time six percent (6%) rate increase to support the operations and capital improvements, with the increase becoming effective January 2016.

Staff has conducted a public information program for the past month that includes direct contact with affected homeowners' associations and the Horn Rapids Golf Course management, and general outreach materials on the City's web site.

In addition to the irrigation rate increase proposal staff is proposing to update Title 18 by removing water meter installation fees from code so that they can more easily be adjusted to reflect the actual costs of this service through the annual fee schedule update process.

Fiscal Impact:

The proposed 2016 rate increase is estimated to generate approximately \$27,000 in additional revenue to the Water Fund. The effect of the increase to residential customers will be \$1.42 per month. Potable water customers will not be affected.

Attachments:

I. Ord 57-15

ORDINANCE NO. 57-15

AN ORDINANCE of the City of Richland amending Title 18: Water, of the Richland Municipal Code, relating to irrigation rates and new customer meter fees.

WHEREAS, the City of Richland's Water Utility provides non-potable irrigation water service to several areas within the City; and

WHEREAS, funding and operations of these irrigation systems is included in the Water Utility, but is managed so that irrigation service rates capture the cost of operations, maintenance, and capital improvements for the irrigation systems; and

WHEREAS, beginning in 2013 the City assumed full operational responsibility for the Horn Rapids area irrigation system and implemented a consistent rate structure for irrigation services throughout the City; and

WHEREAS, the 2013 rates, which have not been adjusted since January of that year, were based on estimated costs; and

WHEREAS, operating experience for the 2013 and 2014 seasons, and completion of a portion of the planned Capital Improvement Plan, have provided actual costs to base evaluation of the rates; and

WHEREAS, actual costs for capital improvements, and electric energy rate increases, have increased costs to operate the irrigation systems; and

WHEREAS, staff presented a rate increase proposal to the Utility Advisory Committee (UAC) at its July 14, 2015 meeting and the UAC recommended Council adoption of a six percent (6%) rate increase, effective in January, 2016; and

WHEREAS, new potable water customers are required to pay for installation of the water meter that will quantify their water use; and

WHEREAS, the Richland Municipal Code (RMC) specifies the cost of meters of various sizes at a level intended to recover the cost of the meter and installation; and

WHEREAS, the cost of labor and materials for water meters is somewhat dynamic and suggests that an annual update of these fees through the City of Richland User Fees and Charges Schedule would be a more appropriate method for setting these fees than in the Municipal Code.

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

Section 1. RMC Chapter 18.24, entitled Domestic Water Rates and Charges, as enacted by Ordinance No. 11-76 and last amended by Ordinance No. 11-12. is hereby amended to read as follows:

18.24.050 Water facilities assessment.

Water transmission, storage, source of supply and frontage facilities charges shall be assessed and collected as a condition precedent to providing water service connection by the city of Richland according to the following table:

Size of Water Meter	Meter Charge	Facilities Assessment for Indoor and Nonirrigation Uses Only ¹	Facilities Assessment for Uses that Include Outdoor Landscape Irrigation and Car Washes ²	Facilities Assessment for Badger South ^{3,4}	Frontage Charge ⁵
3/4"	\$461.00	\$2,100.00	\$2,990.00	\$2,235.00	\$15/ft.
1"	487.00	2,100.00	2,990.00	2,235.00	15/ft.
1 1/2"	1,229.00	6,993.00	9,957.00	7,443.00	15/ft.
2"	1,368.00	11,193.00	15,937.00	11,913.00	15/ft.
3"	1,575.00	21,000.00	29,900.00	22,350.00	15/ft.
4"	2,450.00	By Contract	By Contract	By Contract	15/ft.
6"	3,300.00	By Contract	By Contract	By Contract	By Contract

1 This charge is for residential and commercial lots which have a separate irrigation source and typically do not have a high demand water usage season.

2 This charge is for residential and commercial lots which do not have a separate irrigation source or do have a high demand water usage season (i.e., a car wash).

3 The Badger South facilities assessments will be collected by the city as part of the building permit approval process. The city will reimburse the Badger Mountain Irrigation District \$300.00 per ERU (ERU is an equivalent residential unit or a service provided by up to one-inch meter size) on the first 350 ERUs collected and reimburse \$192.00 per ERU thereafter.

4 The Badger South area is defined as shown in Exhibit A attached to the ordinance codified in this section.

5 The frontage fee shall apply to all connections to the public water system except:

- A. When the existing main crosses the entire property frontage and was installed by the property owner or developer of the property; or
- B. When the existing main crosses the entire property frontage and was included in an approved latecomer agreement.

For a corner lot, the frontage fee shall be calculated on the longest side of the lot.

The city, as part of the Tri-Cities Estates Local Improvement District (LID) No. 190, constructed water main lines in Oxford Avenue and Oregon Street. Three residences did not participate in the water portion of the LID. The following three properties are required to pay a lump sum frontage charge of \$3,166.45, in addition to the applicable meter charge and facility assessment, at the time of connection to the city water system. These three properties are: 1366 Baywood, 1381 Baywood, and 1391 Baywood. On January 1st of each year, beginning in 2009, the lump sum amount shall be adjusted to compensate for inflation as documented in the Consumer Price Index – Urban (CPI-U) using the Pacific Cities, West – B/C data for July of the previous year.

Original Price per Lot	2009 West-BC CPI-U = 5.4%	2010 West-BC CPI-U = - 2.4%	2011 West-BC CPI-U = 0.7%	2012 West-BC CPI-U = 3.3%	2013 West-BC CPI-U = 1.1%	2014 West-BC CPI-U = 1.6%	2015 West-BC CPI-U = 1.8%	2016 West-BC CPI-U = 0.3%
\$3,166.45	\$3,337.44	\$3,257.34	\$3,280.14	\$3,388.39	\$3,425.66	\$3,480.47	\$3,543.12	\$3,553.75

Editor's note: The Tri-Cities Estates water latecomer rates in RMC 18.24.050 were updated by the public works department on January 1, 2016.

The water facilities assessment may be waived by the Richland city council when providing a water service connection, or connections, to any municipally owned public park, where the cost of constructing such municipally owned public park, or a portion of such cost, has been borne by the property owners specially benefitted thereby and may likewise be waived by the Richland city council when providing water service connection, or connections, to previously existing residences where the cost of providing a water service connection, or connections, is paid in whole or in part by a state or federal grant-in-aid community rehabilitation, or to newly constructed residences where the cost of providing a water service connection, or connections, is paid in whole or in part by a state or federal grant to provide housing for low-income families or handicapped persons and may likewise be waived by Richland city council when providing a water service connection or connections for new publicly funded facilities built for public use. [Ord. 11-76; Ord. 21-77; Ord. 66-77; Ord. 14-85; Ord. 10-91; Ord. 12-94; Ord. 06-04; Ord. 38-07; Ord. 29-08; Ord. 22-10 § 1.01; Ord. 11-12 § 1].

Section 2. RMC Chapter 18.37, entitled Irrigation Water Rates and Charges, as enacted by Ordinance No. 06-05 and last amended by Ordinance No. 26-12, is hereby amended to read as follows:

18.37.020 Irrigation service rates.

These rates apply to all city serviced irrigation customers in the following service areas: Horn Rapids, Columbia Point, Meadow Springs/Willowbrook, Smartpark and the Innovation Center. The annual irrigation rate for irrigation customers shall be as follows:

Customer Type	1 Acre or Less		Each Additional
			Irrigated Acre
Residential	\$280.00	\$297.00	N/A
Commercial, Industrial,	\$280.00	\$297.00	\$115.00
Golf Courses, etc.			\$122.00

Irrigation will be assessed on the customer's monthly master utility account at a rate of one-twelfth of the annual rate. [Ord. 06-08; Ord. 26-12 § 1.01. Formerly 18.37.030].

18.37.040 Meadow Springs irrigation rates.

Repealed by Ord. 26-12. [Ord. 44-10 § 1.01].

Section 3. The changes to RMC Chapter 18.24 shall take effect on January 1, 2016.

Section 4. The changes to RMC Chapter 18.37 shall take effect on the first utility bill in January, 2016.

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, CMC
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Ordinances - First Reading

Key Element: Key 6 - Community Amenities

Subject:

Ordinance No. 61-15, Proposed Increase in Appropriation of the Park Capital Project Construction Fund Regarding Playground Equipment in Barth Park and Revising the 2015 Capital Improvement Plan

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

61-15

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 61-15, increasing appropriations in the Parks Project Construction Fund and revising the 2015-2030 Capital Improvement Plan.

Summary:

Washington State law requires that an ordinance be adopted to increase budgeted appropriations. Ordinance 61-15 proposes to increase appropriations in the Parks Capital Projects Fund, specifically to Barth Park for installation of playground equipment and safety surfacing.

The 2015 Capital Improvement Plan identified \$60,000 of Community Development Block Grant funds for the project. Playground equipment was purchased earlier in the year, and on August 28, 2015, bids were opened for installing playground surfacing. The low bid was \$50,336.10, resulting in a budget deficit of \$7,748. Additional CDBG funding has been made available to make up the difference.

Fiscal Impact:

The proposed ordinance will increase the appropriations in the Parks Project Construction Fund by \$7,748 for Barth Park. This additional funding will come from Community Development Block Grant funding.

Attachments:

1. Ordinance No. 61-15
2. Barth Park 2015-2020 CIP Sheet

ORDINANCE NO. 61-15

AN ORDINANCE of the City of Richland amending the 2015 Budget and 2015-2020 Capital Improvement Plan to provide for additional appropriations in the City's Park Projects Construction Fund.

WHEREAS, on November 18, 2014, the Richland City Council passed Ordinance No. 36-14 approving the 2015 Budget and 2015 Capital Improvement Plan (CIP); and

WHEREAS, the 2015 Capital Improvement Plan identified \$60,000 of Community Development Block Grant (CDBG) Funding for Barth Park; and

WHEREAS, playground equipment has been purchased for the park and there is a need to provide playground surfacing at the playground; and

WHEREAS, on August 28, 2015, bids were opened for installing playground surfacing and the low bid was \$50,336.10, resulting in a budget deficit of \$7,748; and

WHEREAS, if awarded, there would not be adequate funds in the project budget to cover the cost of the installation of the playground surfacing by the amount of \$7,748; and

WHEREAS, inadequate funds were appropriated in the Park Project Construction Fund for completing the playground at Barth Park; and

WHEREAS, sufficient appropriated funds are available in the CDBG Fund, which can be reclassified as a transfer out to the Park Project Construction Fund, to support the required budget adjustment.

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

Section 1. Amendment of the 2015 Budget and 2015 Capital Improvement Plan. The 2015 Budget and CIP is hereby amended to provide additional appropriations in the Park Project Construction Fund from a transfer from the CDBG Fund as follows:

Park Project Construction Fund

Current Appropriation:	\$ 3,526,748
Increase in Appropriation:	\$ <u>7,748</u>
Amended Appropriation:	\$ <u>3,534,496</u>

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: _____

BARTH PARK

Type of Project Parks Project		Partnership Project?	NO	Waterfront Project?		Project # PR130006
Key # 6	Goal # 3	Strategic Leadership Plan Project?		No		
PROJECT NAME: Barth Park						
PROJECT ADMINISTRATION: Parks and Recreation Department						
PROJECT LOCATION: Barth Park is located at the corner of Comstock St. and Barth Ave.						
PROJECT TIMELINE: completion 2015						
RESPONSE TO *GMA LEVEL OF SERVICE? NO						

PROJECT DESCRIPTION

Barth Park is a 0.35 acre park. In 2014 the swing and basket court were removed and Phase 1 of the improvements were completed which consisted of new perimeter fencing and concrete surfacing, including a new basketball court. In 2015 the playground equipment and safety surfacing will be installed.

PROJECT ASSUMPTIONS

Receipt of CDBG funds

BENEFITS

Increase park amenities and improve park appearance.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
CONSTRUCTION	127,748		60,000	67,748					
	-								
	-								
TOTAL	\$ 127,748	\$ -	\$ 60,000	\$ 67,748	\$ -	\$ -	\$ -	\$ -	\$ -
RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/13	Authorized Budget Remaining in 2014	2015	2016	2017	2018	2019	2020
CDBG FUNDS	127,748		60,000	67,748					
	-								
	-								
TOTAL	\$ 127,748	\$ -	\$ 60,000	\$ 67,748	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2015	2016	2017	2018	2019	2020
	1,500				200	250	300	350	400
	-								
	-								
TOTAL	\$ 1,500			\$ -	\$ 200	\$ 250	\$ 300	\$ 350	\$ 400



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass Ordinance No. 48-15, amending RMC Title 3: Finance, by Repealing and Replacing RMC Chapter 3.04 Purchasing in its Entirety.

Summary:

RMC 3.04 regulates the procurement of goods, services, and public works construction in conformance with state law and recommended business practices. The last amendment to the procurement policy was adopted in 2003 (Ord. 48-03).

To organize the required edits, RMC Chapter 3.04 is being repealed and replaced. The purpose of the code revision is to clarify delegated authority for informal and formal solicitations, clarify the specific level of approvals for procurements and amendments, adhere to current state laws, and replace thresholds with references to the Revised Code of Washington (RCW) to allow staff to administratively update the thresholds without requiring Council approval.

Staff surveyed other cities similar in size and complexity. While Richland is smaller in population, the type of services Richland offers causes us to align more closely with mid-size or slightly larger cities. Staff recommends replacing RMC Chapter 3.04, which complies with all legal requirements.

After the first reading on September 1, 2015 of RMC Chapter 3.04, it was determined that RMC 3.04.050, Purchase of Goods, would significantly depart from current practices. The dollar thresholds have been modified to align more closely with current practices. Under the proposed code, the City Manager may authorize or delegate all purchases of goods with a cost of \$500,000 or less. Council will authorize all purchases of goods greater than \$500,000. An administrative policy will be created for equipment purchases with a cost greater than \$5,000 and equal to or less than \$500,000. The administrative policy will specify that equipment purchases must be identified in one of the budget documents or such purchases will require Council approval.

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.
- B. The City Manager may authorize, or delegate the authorization of, the acquisition of materials, supplies or equipment with a cost of \$500,000 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 \$500,000. Purchases of goods where the cost is greater than \$50,000, but less than or equal to \$500,000, require the city to follow a formal solicitation process in accordance with procedures developed by the Purchasing Officer.
 5. Purchases greater than \$500,000. Purchases of goods where the cost is greater than \$500,000 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 6th day of October 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: October 11, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 55-15, Amending RMC Title 23, Regarding Residential Standards Applicable to the Business Research Park District and Off-Street Parking Standards for Studio Apartments

Department:

Community & Development Services

Ordinance/Resolution Number:

55-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 55-15, amending RMC Title 23, regarding Residential Standards applicable to the Business Research Park District and Off-Street Parking Standards for studio apartments.

Summary:

Innovation Center, LLC is a property owner who has developed multi-family housing projects in the City's Business Research Park District. They have filed a request to amend the B-RP zoning standards as they pertain to residential development. The proposed amendments would allow for a slightly higher percentage of B-RP zoned land to be used for residential purposes and would allow for larger residential projects to be clustered together in the B-RP zone, which is a mixed use zone primarily intended for business research and professional office uses. Additionally, the applicants have requested a reduction in the amount of off-street parking required for studio apartments.

The Planning Commission held a public hearing on August 26, 2015 to consider these proposed amendments, and have recommended their adoption to Council. Staff has prepared draft Ordinance No. 55-15, which would implement these code amendments.

Fiscal Impact:

The proposed code amendments would not result in direct fiscal impacts to the City.

Attachments:

1. Ord. No. 55-15 Amending RMC Title 23
2. Planning Commission Minutes
3. Staff Report to Planning Commission

ORDINANCE NO. 55-15

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 23: Zoning, amending standards for residential development within the Business Research Park zone and amending off-street parking requirements for studio apartments.

WHEREAS, the Innovation Center, LLC, an owner of property within the Business Research Park zone has filed an application to amend the City's zoning code; and

WHEREAS, the Planning Commission held a public hearing on August 26, 2015, to consider the proposed zoning text amendments put forward by the Innovation Center; and

WHEREAS, the Planning Commission at the conclusion of their hearing, recommended adoption of the proposed zoning text amendments.

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

Section 1. RMC Title 23, Chapter 23.06, entitled Definitions, shall be amended to read as follows, adding a new definition:

Chapter 23.06 DEFINITIONS

Sections:

- 23.06.010 Definitions – Introductory.
- 23.06.020 Accessory apartment unit.
- 23.06.025 Accessory dwelling unit.
- 23.06.027 Adult family home.
- 23.06.030 Adult use establishment.
- 23.06.035 Agriculture.
- 23.06.040 Airport commercial.
- 23.06.045 Airport industrial.
- 23.06.050 Alley.
- 23.06.053 Amendment.
- 23.06.055 Animal shelter.
- 23.06.065 Apparel and accessory stores.
- 23.06.070 Apartment.
- 23.06.071 [Apartment, studio.](#)
- 23.06.075 Arcade.
- 23.06.080 Area of special flood hazard.

23.06.085 Art galleries.
23.06.090 Assisted living facility.
23.06.095 Auto parts sales.
23.06.100 Automobile repair.
23.06.105 Automobile service station.
23.06.110 Automobile wrecking.
23.06.115 Base flood.
23.06.117 Basement.
23.06.120 Bed and breakfast.
23.06.125 Block front.
23.06.130 Book, stationery and art supply store.
23.06.135 Building.
23.06.140 Building, accessory.
23.06.145 Building, main.
23.06.150 Building, hardware and garden supply store.
23.06.155 Bus station.
23.06.160 Bus terminal.
23.06.165 Bus transfer station.
23.06.170 Cafeteria.
23.06.175 Car wash.
23.06.180 Carport.
23.06.185 Cemetery.
23.06.190 Church.
23.06.195 City officials and agencies.
23.06.200 Cinema.
23.06.205 Clinic.
23.06.210 Club or fraternal societies.
23.06.215 Commercial recreation.
23.06.217 Concessionaire.
23.06.220 Convention center.
23.06.225 Contractors' offices and shops.
23.06.230 Contractors' yards.
23.06.235 Court.
23.06.240 Cultural institution.
23.06.245 Day care center.
23.06.250 Delicatessen.
23.06.255 Department store.
23.06.260 Dependent recreational vehicle.
23.06.265 Designated manufactured home.
23.06.270 Development.
23.06.275 District.
23.06.280 Dormitories, fraternities and sororities.
23.06.285 Drinking establishment.
23.06.290 Drive-through.
23.06.295 Drug store/pharmacy.
23.06.300 Dwelling, one-family attached.
23.06.305 Dwelling, one-family detached.

23.06.310 Dwelling, two-family detached.
 23.06.315 Dwelling, multiple-family.
 23.06.320 Dwelling unit.
 23.06.325 Electronic equipment stores.
 23.06.330 Essential public facilities.
 23.06.335 Equipment rental.
 23.06.340 Family.
 23.06.345 Family day care home.
 23.06.350 Farming of land.
 23.06.355 Fence.
 23.06.360 Financial institution.
 23.06.365 Flood or flooding – Flood Insurance Rate Map (FIRM) – Flood Insurance Study.
 23.06.370 Florist.
 23.06.375 Food stores.
 23.06.380 Food wagon.
 23.06.385 Fuel station/mini-mart.
 23.06.390 Funeral establishment.
 23.06.395 Furniture, home furnishings, and appliance stores.
 23.06.400 General service businesses.
 23.06.405 Grade plane.
 23.06.410 Gross floor area.
 23.06.415 Guest room.
 23.06.420 Habitable floor.
 23.06.425 Hazardous waste.
 23.06.430 Hazardous waste storage.
 23.06.435 Hazardous waste treatment.
 23.06.440 Hazardous waste treatment and storage facilities, off site.
 23.06.445 Hazardous waste treatment and storage facilities, on site.
 23.06.450 Hedge.
 23.06.455 Height of building.
 23.06.460 Hog farm.
 23.06.465 Home occupations.
 23.06.470 Health/fitness center.
 23.06.475 Health/fitness facility.
 23.06.477 Health spa.
 23.06.480 Homeless shelter.
 23.06.485 Hospital.
 23.06.490 Hospital or clinic for large animals.
 23.06.495 Hospital or clinic for small animals.
 23.06.500 Hot tub.
 23.06.505 Hotel.
 23.06.510 House-banked card room.
 23.06.515 Junkyard.
 23.06.520 Kennel, commercial.
 23.06.525 Landscaping.
 23.06.530 Landscaping material sales.

23.06.535 Large livestock farming.
23.06.540 Lattice tower.
23.06.545 Laundry, self-service.
23.06.550 Laundry/dry cleaning, retail.
23.06.552 Laundry/dry cleaning, neighborhood.
23.06.555 Laundry/dry cleaning, commercial.
23.06.560 Livestock feed lot.
23.06.565 Lot.
23.06.567 Lot area.
23.06.570 Lot, corner.
23.06.572 Lot, interior.
23.06.575 Lot line, front.
23.06.577 Lot line, rear.
23.06.580 Lot line, side.
23.06.582 Lot depth.
23.06.584 Lot width.
23.06.586 Lowest floor.
23.06.587 Lumberyard.
23.06.590 Macrofacility.
23.06.595 Mailing services.
23.06.600 Manufactured home.
23.06.605 Manufactured home lot, park, and stand.
23.06.610 Manufacturing, general.
23.06.615 Manufacturing, heavy.
23.06.617 Manufacturing, light.
23.06.620 Manufacturing use.
23.06.625 Marinas.
23.06.630 Marine equipment rentals.
23.06.635 Marine gas sales.
23.06.640 Master plan.
23.06.645 Microbrewery.
23.06.650 Microfacility.
23.06.655 Mini-warehouse.
23.06.660 Mobile home.
23.06.665 Monopole.
23.06.670 Motel.
23.06.675 Nursing home or rest home.
23.06.680 Nursery, plant.
23.06.685 Office – Corporate.
23.06.687 Office – Consulting services.
23.06.690 Office – General.
23.06.695 Office – Research and development.
23.06.700 Office supply store.
23.06.705 Outdoor advertising sign.
23.06.710 Outdoor advertising structure.
23.06.715 Outdoor storage.
23.06.720 Parking lot.

23.06.725 Parking space, automobile (off street).
23.06.728 Parking structure.
23.06.730 Pasture.
23.06.732 Patio.
23.06.735 Pawn shop.
23.06.740 Pen.
23.06.745 Personal loan business.
23.06.750 Personal services business.
23.06.755 Pet shop and pet supply store.
23.06.760 Photo processing, copying and printing services.
23.06.765 Pool, private.
23.06.770 Pool, public.
23.06.775 Pool, semi-public.
23.06.777 Porch.
23.06.780 Portable food vendor.
23.06.785 Poultry farm.
23.06.790 Public agency building.
23.06.792 Public agency facility.
23.06.795 Radio and television studio.
23.06.797 Reclassification.
23.06.800 Recreational club.
23.06.802 Recreational vehicle.
23.06.805 Recreational vehicle campground.
23.06.807 Recreational vehicle park.
23.06.809 Recreational vehicle space.
23.06.810 Restaurant.
23.06.817 Sales, retail.
23.06.820 Sales, wholesale.
23.06.825 Sanitary station or sanitary dumping station.
23.06.830 School.
23.06.832 School, alternative.
23.06.833 School, commercial.
23.06.834 School, trade.
23.06.835 Secondhand/consignment store.
23.06.840 Senior housing.
23.06.845 Sensitive land uses.
23.06.850 Small livestock farming.
23.06.855 Specialty retail store.
23.06.860 Specified anatomical areas.
23.06.862 Specified sexual activities.
23.06.865 Stable, private.
23.06.867 Stable, public.
23.06.870 Stock-in-trade.
23.06.875 Story.
23.06.880 Street.
23.06.885 Structure.
23.06.888 Substantial damage.

23.06.890	Substantial improvement.
23.06.895	Theater.
23.06.900	Towing, vehicle impound lots.
23.06.905	Travel trailer.
23.06.910	Truck terminal.
23.06.915	Use – Permitted.
23.06.920	Use – Accessory (secondary).
23.06.925	Use – Nonconforming.
23.06.930	Use – Special.
23.06.935	Variance.
23.06.940	Vehicle leasing and rentals.
23.06.945	Vehicle sales.
23.06.950	Video rental store.
23.06.955	Warehousing and wholesale trade.
23.06.960	Warehousing, storage and distribution.
23.06.965	Wholesale use.
23.06.970	Wineries – Production.
23.06.972	Wineries – Tasting room.
23.06.975	Yard.
23.06.980	Yard, front.
23.06.983	Yard, rear.
23.06.985	Yard, side.

23.06.071 Apartment, studio.

“Apartment, studio” means a self-contained, small apartment which combines living room, kitchenette and bedroom into a single room.

Section 2. RMC Section 23.28.020, entitled Business performance standards and special requirements, shall be amended to read as follows:

23.28.020 Business performance standards and special requirements.

A. B-RP Business Research. It is the intent of this section that:

1. Uses shall be conducted entirely within enclosed buildings;
2. On and off-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places;
3. Public pedestrian access around and through a site is encouraged and should include clearly marked travel pathways from the public street, through parking areas, to primary building entries;
4. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to trail systems on adjacent sites; and

5. No more than 15 percent of the total number of acres in the B-RP zone or within a specific business park shall be developed with commercial uses. The applicant proposing a commercial use shall identify the properties that he/she is relying on to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement to the city signed by the affected property owners consenting to the application for a commercial use.

B. B-RP Residential, Day Care and Preschool Standards.

1. Residential development is permitted in the B-RP zone at an average density of eight dwellings per acre within a business park. Average density shall be determined by a calculation of the total land area (in acres) within a business park that are both developed and proposed for development with residential uses divided by the total number of dwelling units that are both developed and proposed for development. Any residential development approved through a special use permit must maintain a minimum density of six dwelling units per acre. Construction of residential units shall proceed as identified or conditioned in a special use permit approved by the Richland planning commission;

2. Detached single-family dwellings are prohibited unless:

a. Detached single-family dwellings are part of a residential development as approved through the special use permit process, in which no more than 25 percent of the total number of dwelling units approved through the special use permit are detached single-family dwellings; and

b. Detached single-family dwellings are a part of a common maintenance program, such as a homeowners' association, with attached conditions, covenants and restrictions to be approved by the city at the time of development and recorded by deed to run in perpetuity to the individual properties;

3. Dwelling units may be incorporated into a building occupied by a nonresidential use;

4. No more than ~~15~~ 20 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses. The applicant for a residential use project shall identify the properties that he/she is relying upon to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement from the affected property owners consenting to the application for an exclusive residential use;

5. No site developed exclusively for residential uses shall exceed 10 acres in area;

6. No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds ~~10~~ 20 acres in area;

7. Mixed use buildings that contain permitted uses (as identified in RMC 23.26.030) on the main floor of the building and residential uses on the upper floors of the building are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of residential uses in the B-RP zone shall apply;

8. Day care and preschool uses are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of day care and preschool uses in the B-RP zone shall apply;

9. Residential projects in the B-RP zone shall include provisions to connect with permitted uses in the zone which have the effect of minimizing the need for automotive commutes. Such connections may include shared open space, pedestrian trails, computer and/or communication links between buildings, or other similar features. Residential projects should also be designed to be compatible with the architectural character of existing, adjacent business parks;

10. Parking for residential structures shall be required in addition to any requirement for other permitted uses on the site; and

11. The applicant shall ensure that an emergency response plan is prepared by Benton County emergency services and that such emergency response plan is implemented prior to or simultaneously with the issuance of a certificate of occupancy for a project.

a. Prior to the submittal of a special use permit, the applicant shall consult with Benton County emergency services to determine the following:

i. The specific hazards to residential, day care and/or preschool populations that exist in the vicinity of the project site resulting from existing industrial land uses in the general area. Such hazards shall be determined and assessed through the review of risk management hazard plans that are on file with Benton County emergency services;

ii. The parameters of the emergency services plan that are necessary to support the proposal. Such plan will at a minimum address the following:

(A) Provisions for emergency notification;

(B) Identification of evacuation routes;

(C) Identification of special populations that may reside or be located within the proposed project (small children, seniors, individuals with mobility restrictions, etc.) for identification of specific provisions to address the safety of these special populations;

iii. Identification of any plans for sheltering residential populations during an emergency event and any specific building or site design features to be incorporated into the project to mitigate potential hazards created by nearby industrial facilities; and

iv. Identification of plans to inform the future residents of the residential project of the specific emergency notification procedures and actions that would be taken during an emergency event.

b. Following completion of the consultation process, the applicant shall obtain a written statement from Benton County emergency services that either:

i. Indicates that the proposed project site is located outside of any known hazard area which represents a threat to residential, day care or preschool populations as identified in the risk management plans on file with Benton County emergency services and that the requirement for a specific emergency response plan is waived; or

ii. Identifies the known hazards to residential, day care or preschool populations that are known to exist in or near the project site. Such report shall identify the specific mitigation measures that will be included in the emergency response plan. The applicant shall sign a statement acknowledging and agreeing to the mitigation measures included in the emergency response plan.

iii. The applicant is required to provide any information requested by Benton County emergency services for the preparation of an emergency response plan.

C. B-C Business Commerce. It is the intent of this section that:

1. Uses shall be conducted primarily within enclosed buildings.

2. On-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places.

3. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to adjoining trail systems and public sidewalks.

4. Uses shall not inflict upon the surrounding properties smoke, dirt, glare, vibrations, or noise beyond the maximum permissible levels hereby established:

a. Vibration. Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any point on or beyond any lot line of the property on which the use is located.

b. Toxic and Noxious Gases. No emission which would be demonstrably injurious to human health, animals or plant life common to the region, on the ground at or beyond any lot line on which the use is located will be permitted. Where such emission could be produced as a result of accident or equipment malfunction, adequate safeguards standard for safe operation in the industry involved shall be taken. This shall not be construed to prohibit spraying of pesticides on public or private property in accordance with state regulations as set forth in WAC Title 173, as codified or as hereinafter amended.

c. Heat, Glare and Humidity (Steam). In the B-C district any activity producing humidity in the form of steam or moist air, or producing heat or glare shall be carried on in such a manner that the heat, glare or humidity is not perceptible at any lot line on which the use is located. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare on areas surrounding the B-C district. Artificial lighting shall be hooded or shaded so that direct light of high intensity lamps will not result in glare when viewed from areas surrounding the B-C district.

d. Fire and Explosive Hazards. The storage, manufacture, use, or processing of flammable liquids or materials which produce flammable or explosive vapors or gases shall be permitted in accordance with the regulations of the fire prevention code and the building code of the city of Richland as set forth in the International Building Code and International Fire Code as adopted by the city of Richland or as hereinafter amended.

5. Wherever the B-C zone is applied to any property or properties, there shall be site design standards put in place that shall regulate the appearance of buildings within the B-C district. This requirement for site design standards shall be met in one of the following ways:

a. The property or properties that are part of the B-C zone shall also be subject to the standards set forth in subsection (D) of this section; or

b. The property or properties that are part of the B-C zone shall be subject to private conditions, covenants, and restrictions as proposed by applicants for a zone change proposal. Said conditions, covenants and restrictions shall include site design standards that are deemed appropriate for the intended character, appearance and physical characteristics of the property or properties that are a part of the B-C zone and the immediate vicinity. Such conditions, covenants, and restrictions shall be recorded at the time the zone change ordinance is approved

and shall be binding on all new development that occurs on the property or properties that are a part of the B-C zone. Such conditions, covenants, and restrictions shall not be amended without the approval of the city of Richland.

D. B-C Site Design Standards. The following standards apply to the design of buildings within the B-C zone:

1. Building Design.

- a. Wall planes shall not run in one continuous direction for more than 60 feet without an offset or setback in the building face, unless the building face contains windows, alcoves, canopies, cornices, cupolas, or similar architectural features.
- b. At least 25 percent of the wall area fronting on a street should be occupied with windows, alcoves, canopies, cornices, cupolas, or similar architectural features.
- c. Large buildings should have height variations to give the appearance of distinct elements.
- d. Rooftop or outdoor mechanical equipment shall be fully screened from public view in a manner which is architecturally integrated with the structure. Screening shall be constructed to a finished standard using materials and finishes consistent with the rest of the building.
- e. Roof-mounted equipment should be painted a compatible color with the roof screen.
- f. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.
- g. Reflective glass is not permitted for glazing.
- h. Buildings whose exterior surfaces are more than 50 percent comprised of metal, excluding roof surfaces, are not permitted.

2. Loading and Service Areas.

- a. Truck docks and loading areas shall not be permitted on the side of the building that faces or abuts a public street.
- b. Refuse areas and service areas shall be screened from view of the public street.

3. Site Lighting.

- a. Lighting should be used to provide reasonable illumination for the security and safety of on-site areas such as parking, loading, shipping, and pathways.

b. Lighting shall be designed to minimize glare or objectionable effects to adjacent properties.

c. Site lighting poles shall not exceed 20 feet in height and shall direct the light downward.

d. Lighting sources shall be shielded from adjacent properties.

4. On-Site Utilities.

a. All site utilities shall be placed underground.

b. Pad mounted equipment shall be appropriately located and screened in a manner consistent with required access and safety requirements.

5. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, a property owner may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:

a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section;

b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and

c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-11 § 1.01].

Section 3. RMC Section 23.54.020, entitled Standards and requirements, shall be amended to read as follows:

The minimum required parking spaces for the respective uses shall be as follows:

A.	Residential Uses	Number of Parking Stalls Required
1.	Single-family attached and detached dwellings, manufactured homes, condominiums and duplexes	2 spaces per dwelling unit.
2.	Multiple-family complexes Apartments, studio	1.5 spaces per dwelling unit. 1 space per dwelling unit
3.	Housing for the elderly	1 space per 2 dwelling units.
4.	Rooming houses, boardinghouses and dormitories	1 space per person capacity.
5.	Hotels and motels	1 space/room, plus required space for any restaurant (1 space per 100 square feet of GFA*), plus 50% of required spaces for other associated uses.
B.	Institutional Uses	Number of Parking Stalls Required
1.	Elementary and middle schools	2 spaces for each classroom.
2.	High schools	8 spaces for each classroom.
3.	Colleges, universities and instructional facilities – adult	1 space per 2 persons legal capacity every 3 seats in classrooms.
4.	Day care centers	2 spaces per staff person with a minimum of 4 spaces.
5.	Churches, mortuaries and funeral homes	1 space per 4 seats in the chapel or nave.
6.	Rest homes, nursing homes and convalescent centers	1 space per staff doctor plus 1 space for every 3 other staff plus 1 space per every 5 beds.
7.	Hospitals	1 space per staff doctor, plus 1 space for every 3 other staff members, plus 1 space for every 3 beds.
8.	Medical and dental clinics	1 space per 250 square feet of GFA.
C.	Office Uses	Number of Parking Stalls Required
1.	Banks, businesses or professional offices	1 space per 350 square feet of GFA less 3 spaces for each drive-through window up to a maximum reduction of 33% of the required spaces.

2.	Drive-through windows – banks	6 spaces per drive-through window (8' wide x 18' long) plus 1 service space and 1 exit space per window.
3.	Drive-through windows – nonbank and nonfood	1 service space per window plus 1 stacking space per window (8' wide x 18' long) plus 1 parking space per maximum number of on-duty employees.
D.	Commercial and Industrial Uses	Number of Parking Stalls Required
1.	Food stores, markets, drugstores, liquor stores, and designed shopping centers less than 3,000 square feet GFA (exclusive of basement areas)	1 space per 400 square feet of GFA.
2.	Food stores, markets, drugstores, liquor stores, and designed shopping centers more than 3,000 square feet GFA (exclusive of basement areas)	1 space per 300 square feet of GFA.
3.	Small appliance, personal service, hardware, household equipment, clothing and other retail stores	1 space per 400 square feet of GFA.
4.	Large appliance and furniture stores	1 space per 800 square feet of GFA.
5.	Wholesale stores, warehouses, storage buildings, motor vehicle or machinery sales	1 space per employee, with a minimum of 4 spaces.
6.	Service stations	1 space per employee, plus 1 space per service bay (bay not counted as a space), with a minimum of 4 spaces.
7.	Automobile laundries and car washes	2 spaces at the ingress and 2 spaces at the egress of each lane or washing bay.
8.	Self-service laundromat	1 space per 2 washing machines.
9.	Manufacturing	1 space per each 2 employees on the largest shift.
E.	Restaurant and Tavern Uses	Number of Parking Stalls Required
1.	Seated customers	1 space per 100 square feet of GFA.
2.	Take out service	1 space per 100 square feet of GFA.
3.	Drive-in only	1 space per 50 square feet of GFA.

4.	Drive-in as fixed type of facility	1 space per 100 square feet of GFA.
5.	Drive-through	5 spaces per window with a minimum of 8 spaces.
F.	Places of Assembly and Recreational Facilities	Number of Parking Stalls Required
1.	Places of assembly, dance halls, skating rinks and exhibition halls without fixed seats	1 space 150 square feet of GFA.
2.	Places of assembly, stadiums, sports arenas, auditoriums with fixed seats	1 space per 3 seats.
3.	Bowling alleys	5 spaces per each lane.
4.	Tennis, squash, handball, etc.	2 spaces per court.
5.	Swimming pools	1 space per 50 square feet of surface water area.
6.	Basketball and volleyball	6 spaces per court.
7.	Golf	7 spaces per green.
8.	Indoor not previously mentioned	1 space per 150 square feet of GFA.
9.	Outdoor not previously mentioned	1 space per 2,500 square feet of land area.

* GFA = Gross Floor Area.

[Ord. 28-05 § 1.02].

Section 4. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 6th day of October, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: October 11, 2015



MINUTES - EXCERPT
PLANNING COMMISSION MEETING
City Hall – 550 Swift Boulevard – Council Chamber
WEDNESDAY, August 26, 2015
7:00 PM

Call to Order:

Chair Madsen called the meeting to order at 7:00 PM.

Attendance:

Present: Commissioners Berkowitz, Boring, Clark, Palmer, Wallner and Wise and Chairman Madsen. Also present were Community Development Services Manager Rick Simon, Community Development Director Kerwin Jensen, Transportation & Development Manager Jeff Peters and Recorder Pam Bykonen.

Public Hearing

Ms. Bykonen read the Public Hearing explanation for those wishing to participate in the Public Hearing.

New Business

1. CITY OF RICHLAND – Consideration of Proposed Code Amendments (Z2015-108)

Mr. Simon presented the staff report for the item before the commission and outlined the proposed amendments relating to Business Research Park standards for residential uses. Current multi-family development in the Business Research Park has prompted staff to reconsider these standards. The proposed amendments would affect RMC 23.28.020(B)(4), 23.28.020(B)(6), RMC 23.52.020(A) and 23.06.072.

Public Hearing

Chairman Madsen opened the Public Hearing at 7:13.

Tim Wybenga, TVA Architects, 920 SW 6th Avenue, Portland, OR. Mr. Wybenga expressed appreciation for the zoning in place that restricts the types of uses in the area and is supportive of staff's recommendation for the code amendments.

Discussion:

Commission members asked staff and Mr. Wybenga clarifying questions on topics such as expected demographics of tenants, ratio of studio apartments to one- and two-bedroom units, expected parking needs, and why the client was satisfied with 20% instead of the requested 25% of residential use. Commissioner Berkowitz expressed concern for the increase of residential uses in a business park district.

Chairman Madsen closed the public hearing at 7:33.

Commissioner Boring moved and Commissioner Wallner seconded that the Planning Commission concur with the findings and conclusions set forth in Staff Report Z2015-108 and recommend to the City Council adoption of the following proposed zoning code amendments:

RMC 23.28.020(B)(4) *No more than ~~15~~ 20 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses.*

RMC 23.28.020(B)(6) *No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds ~~10~~ 20 acres in area.*

RMC 23.52.020(A)

<u>A.</u>	<u>Residential Uses</u>	<u>Number of Parking Stalls Required</u>
<u>1.</u>	<i>Single-family attached and detached dwellings, manufactured homes, condominiums and duplexes</i>	<i>2 spaces per dwelling unit.</i>
<u>2.</u>	<i>Multiple-family complexes</i> <i>Studio Apartments</i>	<i>1.5 spaces per dwelling unit.</i> <i>1 space per dwelling unit</i>

RMC 23.06.072

Apartment, Studio: means a self-contained, small apartment which combines living room, kitchenette and bedroom with bathroom facilities into a single room.

Motion carried 6-1, with Commissioner Berkowitz casting the dissenting vote.

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2015-108

PREPARED BY: RICK SIMON
MEETING DATE: AUGUST 26, 2015

GENERAL INFORMATION:

APPLICANT: INNOVATION CENTER

REQUEST: TEXT AMENDMENTS TO CHAPTER 23.28 – BUSINESS
RESEARCH PARK STANDARDS FOR RESIDENTIAL USES

LOCATION: CITYWIDE

REASON FOR REQUEST:

Innovation Center has built and intends to build multi-family residential projects within the Business Research Park zone and proposes that adjustments be made to the standards that would provide for the implementation of their future plans.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed amendments to the Innovation Center's proposed zoning text amendments and submits that:

1. Chapter 23.28 of the RMC established the Business Research Park zoning district and has been in use within the City since 2000;
2. According to Richland Municipal Code Section 23.28.010, the purpose of the Business Research Park zone is to provide locations for a range of business research and business park uses; to provide opportunities for employment in modern, attractive buildings on well-landscaped sites which may be close residential areas, thereby resulting in a reduction of travel time to and from work;
3. The Business Research Park zoning designation has been applied to approximately 739 acres in North Richland to implement the City's comprehensive plan;
4. The proposed amendments to the B-RP district would allow for additional residential development to occur within the district, while still maintaining appropriate provisions to ensure that residential uses remain subordinate and secondary to the primary business park uses within the B-RP district;

5. An increase in the overall percentage of land within the B-RP district that can be devoted to residential uses to a maximum of 20%, while less than what the applicants are proposing, would still allow them to fully implement the master plan that was included with their application;
6. The proposed reduction in off-street parking spaces for studio apartments appropriately recognizes that such apartments would typically be occupied by fewer people who would demand fewer parking spaces than standard sized apartments;
7. Providing parking spaces in excess of actual demand can result in increased housing costs, increased storm water runoff, heat islands, and inefficient use of land;
8. Based upon the above findings and conclusions, the adoption of the proposed amendments to Chapter 23.28 of the Richland Municipal Code concerning residential standards in the Business Research Park zone and Chapter 23.54 concerning off-street parking standards for studio apartments as proposed by the applicants and modified by staff is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2015-108) and recommend to the City Council adoption of the following proposed zoning code amendments:

RMC 23.28.020(B)(4) *No more than ~~15~~ 20 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses.*

RMC 23.28.020(B)(6) *No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds ~~10~~ 20 acres in area.*

RMC 23.52.020(A)

A.	Residential Uses	Number of Parking Stalls Required
1.	Single-family attached and detached dwellings, manufactured homes, condominiums and duplexes	2 spaces per dwelling unit.
2.	Multiple-family complexes <u>Studio Apartments</u>	1.5 spaces per dwelling unit. <u>1 space per dwelling unit</u>

RMC 23.06.072

Apartment, Studio: means a self-contained, small apartment which combines living room, kitchenette and bedroom into a single room.

ATTACHMENTS

- A. Supplemental Information
- B. Application
- C. Innovation Center Master Plan
- D. Map of B-RP Zone

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code permits residential uses within the Business Research Park zone through a special use permit process that requires compliance with the following standards per RMC 28.23.020(B) (Note: areas that are highlighted are the sections proposed for amendment):

B-RP Residential Day Care and Preschool Standards

1. *Residential development is permitted in the B-RP zone at an average density of eight dwellings per acre within a business park. Average density shall be determined by a calculation of the total land area (in acres) within a business park that are both developed and proposed for development with residential uses divided by the total number of dwelling units that are both developed and proposed for development. Any residential development approved through a special use permit must maintain a minimum density of six dwelling units per acre. Construction of residential units shall proceed as identified or conditioned in a special use permit approved by the Richland planning commission;*
2. *Detached single-family dwellings are prohibited unless:*
 - a. *Detached single-family dwellings are part of a residential development as approved through the special use permit process, in which no more than 25 percent of the total number of dwelling units approved through the special use permit are detached single-family dwellings; and*
 - b. *Detached single-family dwellings are a part of a common maintenance program, such as a homeowners' association, with attached conditions, covenants and restrictions to be approved by the city at the time of development and recorded by deed to run in perpetuity to the individual properties;*
3. *Dwelling units may be incorporated into a building occupied by a nonresidential use;*
4. *No more than 15 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses. The applicant for a residential use project shall identify the properties that he/she is relying upon to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement from the affected property owners consenting to the application for an exclusive residential use;*
5. *No site developed exclusively for residential uses shall exceed 10 acres in area;*
6. *No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds 10 acres in area;*

7. *Mixed use buildings that contain permitted uses (as identified in RMC [23.26.030](#)) on the main floor of the building and residential uses on the upper floors of the building are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of residential uses in the B-RP zone shall apply;*
8. *Day care and preschool uses are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of day care and preschool uses in the B-RP zone shall apply;*
9. *Residential projects in the B-RP zone shall include provisions to connect with permitted uses in the zone which have the effect of minimizing the need for automotive commutes. Such connections may include shared open space, pedestrian trails, computer and/or communication links between buildings, or other similar features. Residential projects should also be designed to be compatible with the architectural character of existing, adjacent business parks;*
10. *Parking for residential structures shall be required in addition to any requirement for other permitted uses on the site; and*
11. *The applicant shall ensure that an emergency response plan is prepared by Benton County emergency services and that such emergency response plan is implemented prior to or simultaneously with the issuance of a certificate of occupancy for a project.*
 - a. *Prior to the submittal of a special use permit, the applicant shall consult with Benton County emergency services to determine the following:*
 - i. *The specific hazards to residential, day care and/or preschool populations that exist in the vicinity of the project site resulting from existing industrial land uses in the general area. Such hazards shall be determined and assessed through the review of risk management hazard plans that are on file with Benton County emergency services;*
 - ii. *The parameters of the emergency services plan that are necessary to support the proposal. Such plan will at a minimum address the following:*
 - (A) *Provisions for emergency notification;*
 - (B) *Identification of evacuation routes;*
 - (C) *Identification of special populations that may reside or be located within the proposed project (small children, seniors, individuals with mobility restrictions, etc.) for identification of specific provisions to address the safety of these special populations;*
 - iii. *Identification of any plans for sheltering residential populations during an emergency event and any specific building or site design features to be incorporated into the project to mitigate potential hazards created by nearby industrial facilities; and*
 - iv. *Identification of plans to inform the future residents of the residential project of the specific emergency notification procedures and actions that would be taken during an emergency event.*
 - b. *Following completion of the consultation process, the applicant shall obtain a written statement from Benton County emergency services that either:*

- i. Indicates that the proposed project site is located outside of any known hazard area which represents a threat to residential, day care or preschool populations as identified in the risk management plans on file with Benton County emergency services and that the requirement for a specific emergency response plan is waived; or
- ii. Identifies the known hazards to residential, day care or preschool populations that are known to exist in or near the project site. Such report shall identify the specific mitigation measures that will be included in the emergency response plan. The applicant shall sign a statement acknowledging and agreeing to the mitigation measures included in the emergency response plan.
- iii. The applicant is required to provide any information requested by Benton County emergency services for the preparation of an emergency response plan.

Parking Standards

Section 23.54.020 of the Richland Municipal Code sets forth the following off-street parking requirements for residential uses:

A.	Residential Uses	Number of Parking Stalls Required
1.	Single-family attached and detached dwellings, manufactured homes, condominiums and duplexes	2 spaces per dwelling unit.
2.	Multiple-family complexes	1.5 spaces per dwelling unit.
3.	Housing for the elderly	1 space per 2 dwelling units.
4.	Rooming houses, boardinghouses and dormitories	1 space per person capacity.
5.	Hotels and motels	1 space/room, plus required space for any restaurant (1 space per 100 square feet of GFA*), plus 50% of required spaces for other associated uses.

PROPOSED AMENDMENTS

The applicants have proposed the following amendments to the municipal code:

- Allowing a total of 25% of the total land area in the B-RP zone or within a specific business park to be developed exclusively for residential uses (increase from current standard of 15%);
- Allowing parcel or contiguous parcels of property developed exclusively with residential uses to be a maximum of 20 acres in size (increase from a 10 acre limitation);

- Amending the off-street parking standards to reduce the parking requirement for studio apartments to 1 parking stall per unit (reduction in the standard that requires 1.5 parking stalls for each dwelling unit).

COMPREHENSIVE PLAN

The Richland Comprehensive Plan designates approximately 1,030 acres in the North Richland area as Business/Research Park. The plan describes the B/RP designation as follows: “The Business/Research Park designation provides for a variety of office and research and development facilities in a planned business park setting. Permitted uses include science-related research and development and testing facilities; administrative offices for those uses; and other general office uses. Limited high density residential, extended stay hotel/motel and similar uses may also be permitted if demonstrated to be compatible with the primary permitted uses.”

Additionally, the plan contains the following goal and policy statements relating to the B/RP designation:

Land Use Goal 2: The City will promote industrial development to provide employment for its residents, and strengthen and expand the tax base through its land use policies.

Policy 1: The City will accommodate a variety of industrial uses ranging from manufacturing and processing to technology and business parks.

Policy 2: The City will create a “Business/Research Park” land use category to accommodate high tech business interests, research-oriented industrial development and corporate office development with provisions for development of limited high density residential, extended stay hotel/motel and similar uses.

Policy 3: The City will create innovative land use categories and zoning classifications to implement the economic development strategies.

HISTORY

The Business Research Park district was adopted by the City in January 2000 to implement the comprehensive plan, which had designated approximately 1,130 acres in North Richland as “Business Research Park”. The purpose statement of the Business Research Park zone stated in part that “*Limited high density residential, extended stay hotel/motel and similar uses may also be permitted if demonstrated to be compatible with the primary permitted uses.*” Primary permitted uses were considered to be office uses and research and development facilities.

Amendments to the B-RP zone were adopted later in 2000 that permitted residential uses. There were generally three areas of concern that were addressed by the Commission at that time. First, there was a concern that residential use would become the predominant land use in B-RP zone. This concern was addressed by the standards developed for the B-RP zone, including a prohibition on detached single family dwellings; a minimum density of 10 units per acre; a maximum 10 acre size limit on any

single residential development and a requirement that no more than 10% of the land area within the zone can be developed with residential uses.

The second area of concern was the potential incompatibility between residential uses and the industrial facilities that are located within the B-RP zone and surrounding areas. This concern was addressed through the standards requiring consultation with the Benton County Emergency Services.

The third area of concern related to how the residential uses within the zone could be made supportive and accessory to business research park facilities. This concern was addressed through the code requirements that mandate connections be made between business park facilities and adjoining residential uses through common open spaces, or pedestrian trails.

Subsequent amendments to the B-RP zone were adopted in 2004. These amendments allowed both commercial and residential projects to occur on up to 15% of the total land area within the zone, an increase from the previous 10% standard; allowed commercial development to be a maximum of 5 acres, an increase from the previous 3 acre standard; modify setback standards based on the use of the building; a lessening of the total landscape requirement from 30% of the total land area to 25%; providing for single family dwellings as a part of a residential cluster development and reducing the overall required density of 10 units per acre to an average density of 8 units per acre.

ANALYSIS

Currently, there are 739 acres within the City that are zoned B-RP. Of this amount, 513 (69%) acres are developed, leaving 226 (31%) undeveloped. Of the developed acreage, there are four residential projects: Battelle operates a dormitory facility on Battelle Boulevard; Innovation Center has constructed an apartment complex on Pauling Avenue; there are the University condos on Hanford Street and the Sienna Sky & Hearthstone plats on Smart Park Street. In total there are 21.7 acres of B-RP land devoted to residential uses, representing 4.2% of the developed acreage within the B-RP zone. Additionally, the City has approved a special use permit for a WSU student housing complex on a 5 acre site located adjacent to Waterfront Drive. The Innovation Center has a special use application pending for 331 additional apartments on a 7.5 acre site (Blocks 4 and 5 of the Innovation Center Master Plan). Both existing and proposed residential development in the B-RP zone totals 34.2 acres which represents only 4.6 % of the total acreage within the B-RP zone.

The master plan developed for the Innovation Center site identifies approximately 18.5% of the master planned area for residential uses. While this exceeds the current 15% limitation contained in code, it is also less than the 25% standard proposed by the applicant. Overall, the amount of land in the B-RP zone currently devoted to residential uses falls far below the current limitation of 15%. However, the current code language does create some difficulty for individual land owners, in that the standard applies to a particular ownership. If the applicants were to fully develop their master plan, their only

option under the current regulation would be for them to gain the written approval of other land owner(s) within the B-RP zone who would stipulate that they would not develop their site with residential uses.

The proposed code amendment would eliminate the applicant from having to negotiate an agreement with another B-RP land owner, but would also significantly increase the amount of residential development that is possible within the district. If the limitation on residential development were limited to 20%, this would still provide the applicants with the ability to develop in accordance with their master plan and would still maintain the majority of B-RP lands to be developed with non-residential uses.

The second proposed code amendment would relax the current size of a residential development or contiguous residential developments from a maximum of 10 acres to a maximum of 20 acres. This code provision was again intended to ensure that residential uses would not become a dominant use within the B-RP zone. However, in staff's opinion, there are some advantages of clustering residential developments together. Bus service, both for the transit service and for the school district would be more efficient if residential uses are clustered together in fewer, larger complexes than if they are dispersed throughout the B-RP zone. Emergency response plans would be easier to develop and maintain for emergency service providers if residential uses are clustered together than if they are dispersed over a larger area. Further, the limitation on the percentage of land within the B-RP zone that can be devoted to residential uses is sufficient to ensure that residential uses do not become the predominant use within the zone. Therefore, staff is supportive of this proposed amendment.

The third proposed code amendment would relax the off-street parking standard for studio apartments. Certainly there is a difference in the number of residents that would live in a studio apartment versus those that would live in a one, two or three bedroom apartment, which translates into a lower demand for off-street parking spaces. As off-street parking increases the cost of development, adds to storm water runoff and heat islands, it makes sense to limit the amount of off-street parking to what is actually needed. Staff is therefore supportive of this code amendment, but suggests that the following definition for studio apartment be added into the zoning code in order to clarify what type of apartment units would qualify for the reduced parking standard:

Apartment, Studio: means a self-contained, small apartment which combines living room, kitchenette and bedroom into a single room.

SUMMARY

The proposed amendments, with staff's suggested modifications, to the City's B-RP zoning regulations are reasonable amendments that would preserve the overall intent and purpose of the B-RP zone.

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

Petition for Zoning Ordinance Text Amendment

Application is hereby made to the Richland Planning Commission for a Zoning Ordinance Text Amendment pursuant to Section 23.82.180 of the Richland Municipal Code.

The following required information must be furnished and filing fee paid before the Secretary of the Physical Planning Commission will accept this application.

APPLICANT INFORMATION			
Applicant's Name: Doug Perry			
Applicant's Address: PO Box 998			
City: Bellevue		State: WA	Zip: 98009
Phone: 206.972.7919	Fax:		Other:
Section(s) for which amendment(s) is/are proposed: 23.28.020 B4 23.28.020 B6 23.54.020 A2			
State exactly how you feel the section(s) should read, incorporating your amendment(s): 23.28.020 B4 25% of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses 23.28.020 B6 No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed for residential uses exceeds 20 acres in area 23.54.020 A2 Multiple-family complexes – 1.5 parking stall required per dwelling unit 1 parking stall required per studio unit			

State your reason for requesting the zoning ordinance text amendment(s):

23.28.020 B4

The Innovation Center property's proximity to two of the region's largest employment centers, PNNL and Hanford, is one reason that this site is especially suited to residential uses and should have an increased percentage of housing to accommodate the high housing demand from employees who work nearby. In addition, the site has proximity to Hanford High School and to WSUTC. These adjacencies, along with the stated goals of the Innovation Center to create live/learn/work/play synergies, urges an increase need for multi-family housing on this property.

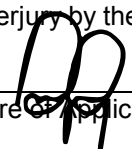
23.28.020 B6 (with attached master plan)

The Innovation Center's 89-acre master plan is designed to create a live/learn/work/play diverse and dynamic lifestyle. The master plan incorporates specific development areas dedicated to residential, hotel, office/lab, retail, and park/green spaces. Block 2, 3, 4, 5 create a cluster of housing that overlook Innovation Boulevard. With an increase of acres in which these residential blocks can be contiguous, it helps support a stronger sense of community and urban living.

23.54.020 A2

A large part of the housing development will consist of studio units that will be occupied by 1 tenant per unit. For that particular type of housing unit, 1 parking stall per unit is sufficient to support the basic need of 1 car per occupant.

The information provided is "said to be true under penalty of perjury by the Laws of the State of Washington."



Signature of Applicant

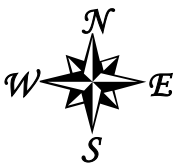
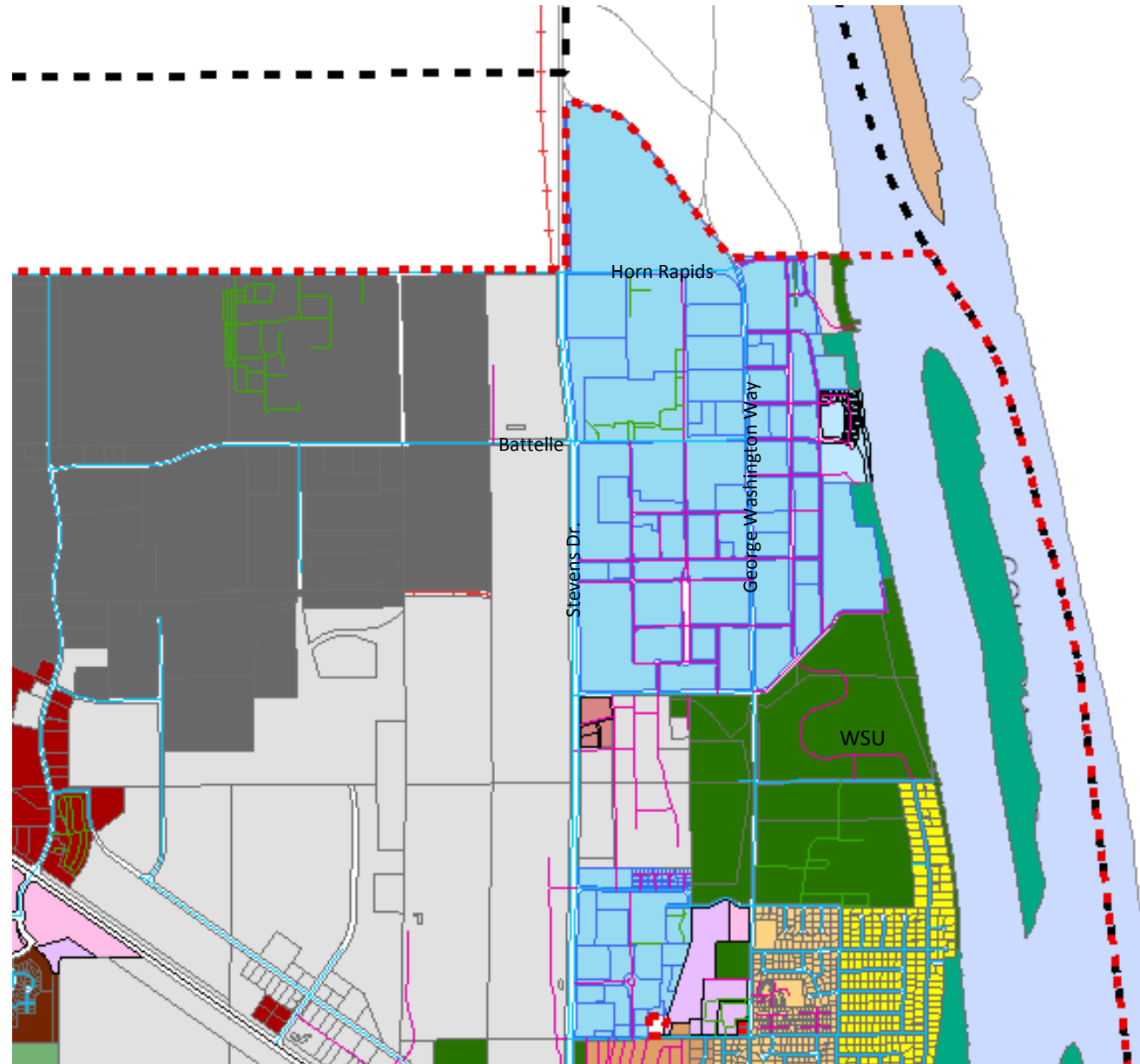
For Office Use:

Petition accepted for filing _____

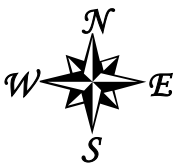
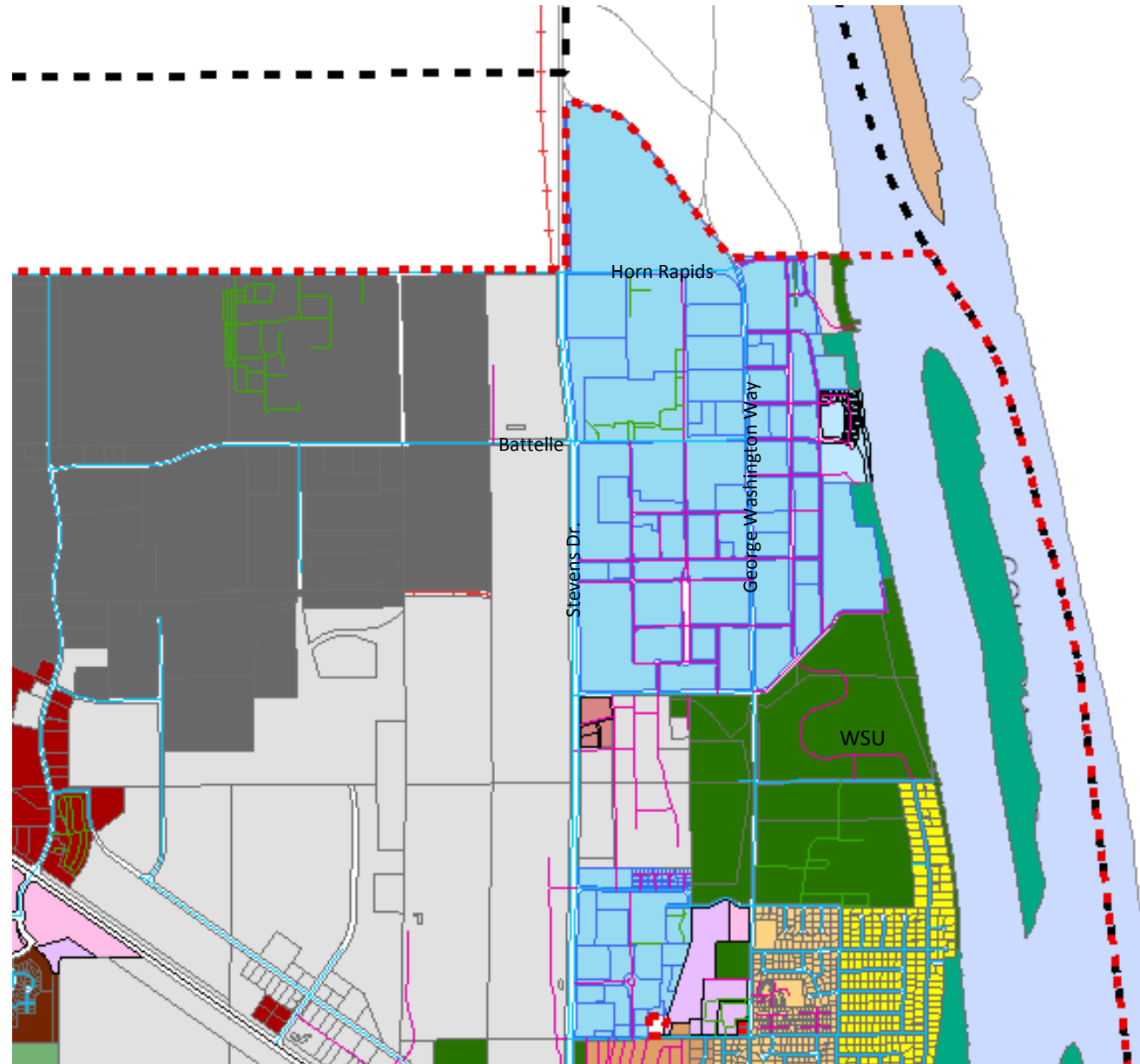
Signature

Title

B-RP ZONING



B-RP ZONING





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 56-15, Increasing Appropriations in the General Fund and the Golf Course Fund related to forgiveness of an interfund loan

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

56-15

Document Type:

Ordinance

Recommended Motion:

Give second reading, by title only, and pass Ordinance No. 56-15, amending the 2015 Budget to increase appropriations in the General Fund and Golf Course Fund in order to forgive an interfund loan obligation of the Golf Course Fund owed to the General Fund and declaring that a public emergency exists in the General Fund.

Summary:

In 1998, the General Fund provided an interfund loan in the amount of \$1,713,021 to the Golf Course Fund toward the construction of the Columbia Point Golf Course Clubhouse and in 1999 the General Fund provided an additional interfund loan in the amount of \$570,082 to further assist with capital projects at the Columbia Point Golf Course. Prior to 2015, the General Fund expected full reimbursement based on initial revenue projections of the golf course and identified \$2,283,103 as interfund loans receivable.

The original proforma for the Golf Course included assumptions on revenue and expenses that were more optimistic than actual operational history, and the fund does not have additional capacity to fulfill the obligation to the General Fund as expected.

The interfund loans from the General Fund totaling \$2,283,103 could have been a direct contribution without an expectation of repayment. Because of the Golf Course Fund's inability to repay the loans, and the fact that the original investment did not require repayment, staff is recommending that the interfund loans be forgiven by treating them as a permanent transfer from the General Fund to the Golf Course Fund. The recommended action will increase 2015 General Fund and Golf Course Fund appropriations by \$2,283,103 to effect the transfer.

A public hearing and first reading was given to Ordinance No. 56-15 at the September 15, 2015 Council Meeting.

Fiscal Impact:

Approval of the proposed Ordinance will increase appropriations in the General Fund and Golf Course fund by \$2,283,103 to effect the forgiveness of two interfund loans owed by the City's Golf Course Fund to the General Fund. No cash will move between funds as a result of the budget adjustment.

Attachments:

- I. Ordinance No. 56-15

ORDINANCE NO. 56-15

AN ORDINANCE of the City of Richland amending the 2015 Budget to increase appropriations in the General Fund and the Golf Course Fund in order to forgive an interfund loan obligation of the Golf Course Fund owed to the General Fund and declaring that a public emergency exists in the General Fund.

WHEREAS, in 1998 the General Fund provided an interfund loan in the amount of \$1,713,021 to the Golf Course Fund toward the construction of the Columbia Point Golf Course Clubhouse; and

WHEREAS, in 1999 the General Fund provided an additional interfund loan in the amount of \$570,082 to further assist with capital projects at the Columbia Point Golf Course; and

WHEREAS, the two General Fund interfund loans to the Golf Course Fund total \$2,283,103; and

WHEREAS, prior to 2015, the General Fund expected full reimbursement and identified \$2,283,103 as interfund loans receivable; and

WHEREAS, the Golf Course Fund does not have additional capacity to fulfill the obligation to the General Fund; and

WHEREAS, the City Council intends that the \$2,283,103 interfund loans be eliminated by treating them as a permanent transfer from the General Fund to the Golf Course Fund, which was not included in 2015 appropriations.

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

Section 1. Facts Constituting Emergency. The expenditure contained within this ordinance was not anticipated when the 2015 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, the City Council declares that a public emergency exists in the City's General Fund.

Section 3. Amendment of the 2015 Budget. The 2015 Budget is hereby amended to increase the appropriation of the General Fund from beginning fund balance, and to increase the appropriation in the Golf Course Fund from interfund transfers as follows:

<u>General Fund</u>	
Current Appropriation:	\$ 48,193,845
Increase in Appropriation:	<u>\$ 2,283,103</u>
Amended Appropriation:	\$ 50,476,948

Golf Course Fund

Current Appropriation: \$ 1,764,286

Increase in Appropriation: \$ 2,283,103

Amended Appropriation: \$ 4,047,389

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 6th day of October, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: October 11, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 58-15, Approving Whitfield Annexation of 26.3 Acres of Land Near Queensgate Drive and Shockley Road, Providing for Assumption of Existing City Indebtedness and Amending the Official Zoning Map

Department:

Community & Development Services

Ordinance/Resolution Number:

58-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 58-15, Whitfield Annexation of a 26.3 acres tract into the City.

Summary:

Draft Ordinance No. 58-15 has been prepared for Council consideration to annex a 26.3 acre tract into the City. The property is located south of Shockley Road, north of the Kennewick Irrigation District canal, east of Queensgate Drive and west of the Bordeaux Grove subdivision.

A public hearing and first reading was given to Ordinance No. 58-15 at the Council meeting held on September 15, 2015.

Fiscal Impact:

The proposed annexation is anticipated to have a minor positive fiscal impact to the City, both initially and when full build-out of the property would be achieved in the future. A copy of a fiscal impact analysis is attached.

Attachments:

1. Ordinance No. 58-15
2. Vicinity Map
3. Fiscal Impact Analysis

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190 MS-05
Richland, WA 99352

PID# 1-27982000009000

ORDINANCE NO. 58-15

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 26.3 acres of land located south of Shockley Road, east of Queensgate Drive and west of the plat of Bordeaux Grove, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent from Edith Whitfield Trustee, the sole owner of the real property legally described in Exhibit A attached hereto, to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held March 17, 2015, between the initiating parties of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 54-15, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 54-15 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on June 8, 2015; and

WHEREAS, the Richland Planning Commission held a public hearing on March 25, 2015, to consider an appropriate zoning designation for the proposed annexation area; and

WHEREAS, on June 16, 2015, Council adopted Resolution No. 119-15, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

WHEREAS, a petition was circulated and signed by the sole owner of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, according to the assessed valuation for general taxation; and

WHEREAS, the City Council held a public hearing to consider the annexation on September 15, 2015, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 6, 1997 by passage of Ordinance No. 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map Nos. 47 and 60 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach the amended sectional map as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that complies with the City's Solid Waste Management Plan.

Section 8. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 6th day of October, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: October 11, 2015

EXHIBIT A

Legal Description for Whitfield Annexation

THOSE PARTS OF THE NORTH 1/2 OF THE NORTHWEST QUARTER AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER, LYING NORTHEASTERLY OF CENTER LINE OF BADGER EAST LATERAL OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28. LESS THE WEST 465 FEET THEREOF: LESS THAT PORTION DEFINED AS FOLLOWS: THE NORTH 295 FEET OF THE EAST 283' OF THE WEST 748' (FOOTAGE CORRECTED 2/3/69& 8/25/69), AS MEASURED PARALLEL WITH THE NORTH AND WEST LINES OF THE NORTHWEST QUARTER NORTHWEST QUARTER, EXCEPT ROAD RIGHT OF WAY: ALSO LESS THE EAST 283 FEET OF THE WEST 748 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AS MEASURED PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, LYING NORTH OF THE BADGER EAST LATERAL CANAL KENNEWICK DIVISION YAKIMA RECLAMATION PROJECT, EXCEPT THE NORTH 295 FEET THEREOF RESERVING TO GRANTOR AND ASSIGNS AND EASEMENT FOR INGRESS AND EGRESS OVER A STRIP ETC. LESS PORTION BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 748 FEET FROM THE NORTHWEST CORNER THEREOF. THENCE SOUTH 1° 25' WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 1060.50 FEET. THENCE NORTH 38° 25' EAST 276 FEET. THENCE NORTH 57° 07' EAST 166.10 FEET. THENCE NORTH 39° 02' EAST 293.80 FEET. THENCE NORTH 1° 31' 25" EAST 524.63 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION. THENCE NORTH 89° 52' 30" WEST ALONG SAID NORTH LINE 483.75 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 10 FEET THEREOF: TOGETHER WITH EASEMENT. ALSO THAT PORTION OF THE SOUTH 10 FEET OF THE NORTH 20 FEET OF THE NORTHWEST QUARTER LYING EAST OF PARCEL A, TOGETHER WITH EASEMENTS LESS ALL THAT PORTION OF NORTHWEST QUARTER LYING EAST & NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE THEREOF 25.43 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE. THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER, 571.10 FEET. THENCE SOUTHEASTERLY IN A STRAIGHT LINE 1676.39 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1020.65 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER AND TERMINUS OF SAID DESCRIBED LINE: ALSO THE SOUTH 10 FEET OF NORTH 30 FEET OF THE NORTHEAST NORTHWEST AND THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF A POINT 1291.5 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER. N P CONT #W-10936: AGREEMENT 6/3/70: SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD 10/30/70, 1/16/80: TOGETHER WITH EASEMENTS 11/19/70: MINERAL RIGHTS RESERVED: PUD EASEMENT 4/23/58. EXCEPT A PORTION OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: A PORTION OF PARCEL "B" AS DESCRIBED IN AN INDENTURE DOCUMENT RECORDERD UNDER AUDITOR'S FILE NUMBER 86-5404, RECORDS OF BENTON COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89° 52' 30" EAST 1231.75 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 01° 31' 25" WEST 20.01 FEET LEAVING SAID NORTH LINE ALONG THE WEST LINE OF SAID PARCEL "B" AND THE EAST LINE OF PARCEL "A" AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 680225, RECORDS OF BENTON COUNTY WASHINGTON, TO THE NORTHWEST CORNER OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

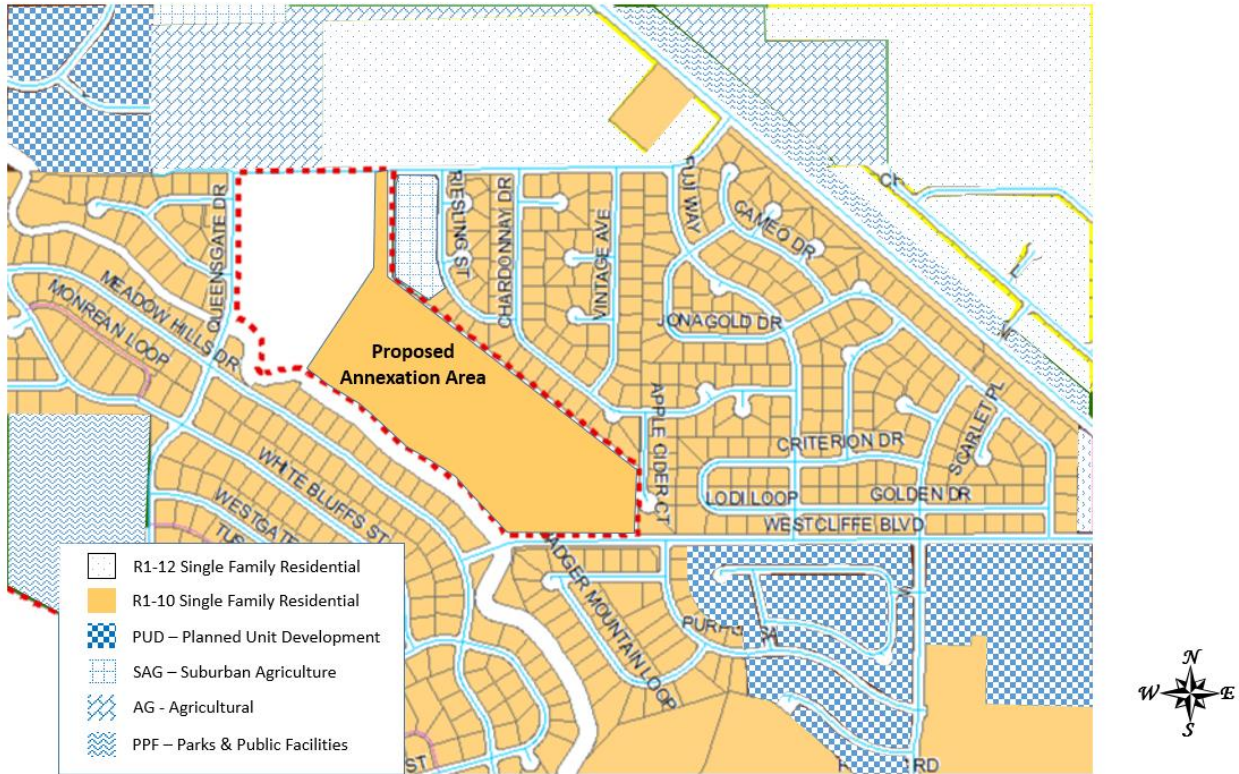
THENCE CONTINUING SOUTH 01° 31' 25" WEST 10.00 FEET ALONG SAID EAST AND WEST LINES; THENCE LEAVING SAID EAST AND WEST LINES SOUTH 89° 52' 30" EAST 60.02 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B"; THENCE NORTH 01° 31' 25" EAST 10 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 89° 52' 30" WEST 60.02 FEET ALONG THE NORTH LINE OF SAID PARCEL "B" BACK TO THE TRUE POINT OF BEGINNING. CONTAINS APPROXIMATELY 600.2 SQUARE FEET. BOUNDARY LINE ADJUSTMENT PER QUIT CLAIM DEED AUDITORS FILE #2003-013623 DATED 3/26/2003. SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD 3/26/03.

Contains 26.38 acres more or less.

*This description includes the following **County Parcel Identification Number:***

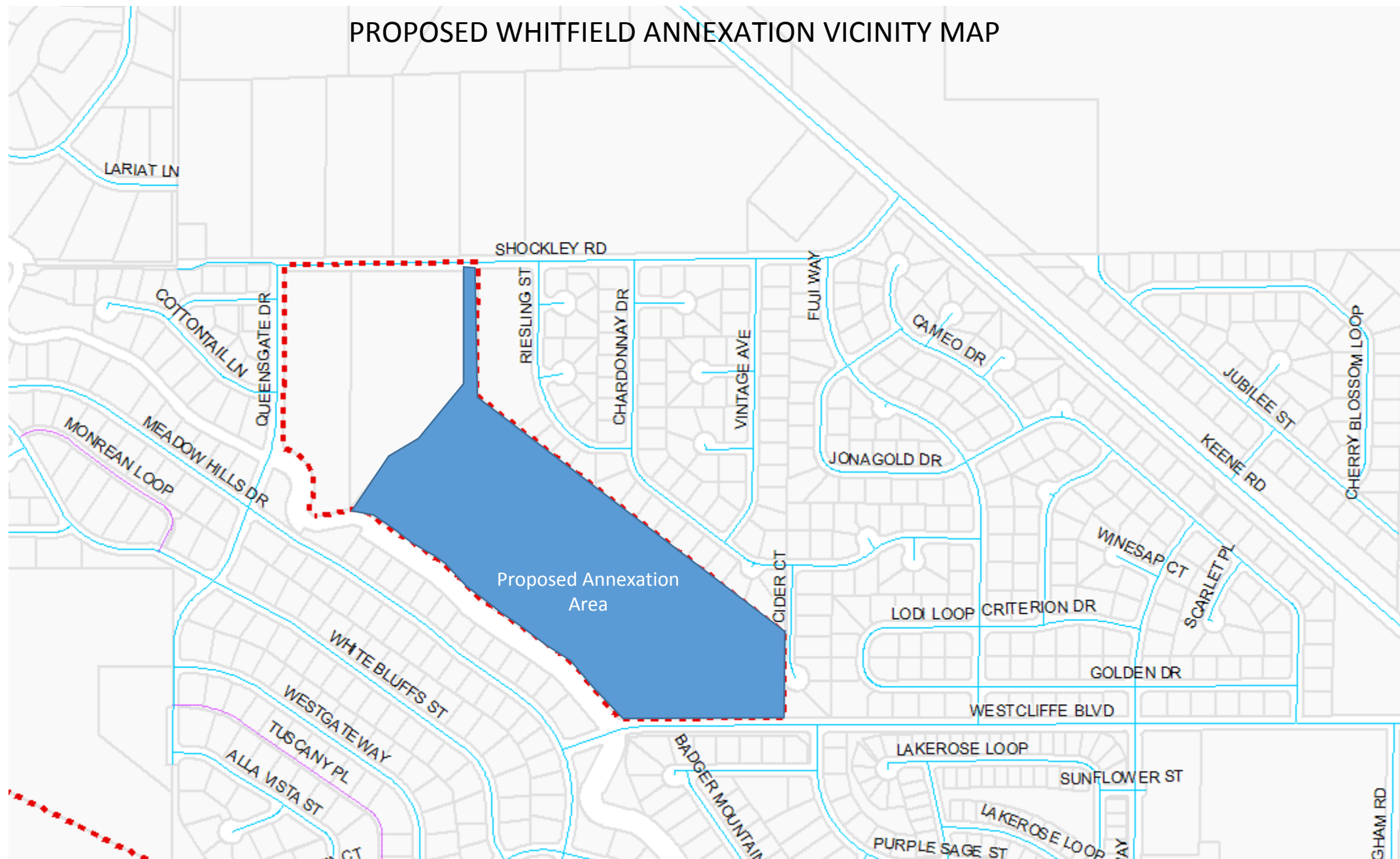
1-27982000009000

EXHIBIT B



ZONING FOR WHITFIELD ANNEXATION

PROPOSED WHITFIELD ANNEXATION VICINITY MAP



FISCAL IMPACT – PROPOSED WHITFIELD ANNEXATION

INTRODUCTION

This fiscal analysis has been prepared by staff to identify the impacts of the proposed Whitfield annexation to the City. The following is a summary of the analysis that was completed and an explanation of the assumptions used in this analysis.

The analysis included in this report focuses on the potential impacts of the annexation to the City's General Fund. Enterprise funds such as medical services, electrical, water, sewer and storm drainage are, by their nature, self-sustaining and, as such, should have neither a significant positive or negative fiscal impact on the City.

REVENUES

The revenue that would be generated by the proposed annexation is largely dependent on the amount of development that occurs in the area over time. Table I provides an estimate of the revenues that would be produced from the annexation area based only on the existing level of development. Table II provides a revenue estimate at full build-out of the annexation area. This full build-out scenario is based on the anticipated level of development allowed under the zoning regulations applied to the proposed annexation area.

**TABLE I – Whitfield Annexation Proposal
Projected Revenue – Year 2015**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	\$2.97705634/assessed valuation	\$1,063,900 total assessed value	\$3,167

**TABLE II – Whitfield Annexation Proposal
Projected Revenue – Full Build-Out**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Amount</u>
Property Tax	\$2. 97705634 /assessed valuation	78 homes \$26,060,000 total value	\$77,588
Permit Fees ¹	\$45/person	203 persons	\$9,126
Utility Taxes ²	\$212/person	203 persons	\$43,036
Sales Taxes ³	\$208/person	203 persons	\$42,224
Total			\$171,974

Table II Notes:

- ¹ Permit fees are based on the total 2015 adopted budget figures for licenses and permits, (\$2,407,275) divided by the current population (53,080).
- ² Utility taxes based on adopted budget figures for total utility tax revenue (\$11,247,330) divided by estimated number of current population (53,080).
- ³ Sales tax determined by total sales and use tax revenue (\$11,060,400) divided by current population (53,080).

Table II Assumptions:

- Annexation includes 26.3 acres of undeveloped property that would be developed at a density of 3 units/gross acre, which is a common density for R1-10 zoned properties.
- Average value of new construction for a single-family residence is \$334,127 according to 2014 year building permit activity records.
- Assumes 2.6 persons/household (2015 OFM Estimate).
- Assumes all new development will be served by City utilities.

No estimate has been provided on the length of time it would take to achieve full build-out of the proposed annexation area. This would be dependent upon any number of factors, including the desires of the property owners and market conditions. Rather, the two tables are offered as a comparison of revenues that would be generated from the area based on its existing and potential levels of development.

PUBLIC ASSETS

Existing Infrastructure

There is no infrastructure or public right-of-way in the area that the City would inherit as a result of this annexation. Existing city water and sewer mains are located adjacent to the proposed annexation area and serve the adjacent City developments.

DEMANDS FOR NEW/EXPANDED INFRASTRUCTURE

As development occurs within the area, water, sewer and electrical services would be extended. Additional access road(s) would be constructed and additional traffic created by new development would add to existing traffic volumes on City streets. New development would also trigger requirements for installation of storm drainage facilities and street lighting. Additional demands would be placed on the City's parks and open spaces. The developer would be responsible for the extension of City utilities, access roads, storm drainage facilities, street lighting, park dedication and/or payment of park fees.

The City's present system of development regulation/permitting ensures that, to a large degree, new residents are paying for the costs associated with the extension/expansion of City infrastructure. It also ensures that new development will not occur unless appropriate infrastructure improvements are put in place.

EXISTING SERVICES

Presently, the proposed annexation area is served by the following entities:

<u>Service</u>	<u>Service Provider</u>
Fire & Emergency Service	Benton County Fire District #1
Police Services	Benton County Sheriff's Department
Electrical Service	Richland Energy Services
Water Service	On-Site Well
Sewer Service	On-Site Septic System
Irrigation Service	Kennewick Irrigation District

FUTURE DEMAND FOR SERVICES

As development of the proposed annexation area occurs, future demands would be placed on City services. As population increases, there would be more calls for service within the area.

City utility services, including power, water, sewer, and storm drainage would see increased usage. Present capacity of the City systems could accommodate this increased demand as the growth was anticipated and planned for in the City Comprehensive Plan. The fees charged for the connection to City utility services and the monthly user charges are designed to recover the costs associated with the provision of those services. Consequently, development within the proposed annexation area should not have fiscal impacts on those services.

Other services, including parks and recreation and library services, would likely see some increase in use. Table III demonstrates the effects of annexation, both initially and at full build-out, given the assumption that service levels and cost of service per capita will remain constant.

**TABLE III – Whitfield Annexation Proposal
Expense of Providing City Services**

Service	Annual Cost of Service	Level of Service¹	Cost of Annexation²	
			Initial	Full Build-Out
Fire & Emergency Service ³	\$133/person ³	5 minute emergency response time	\$0	\$26,999
Police ⁴	\$246./person ⁴	1.24 police/ 1,000 population	\$0	\$49,938
Parks ⁵	\$117/person ⁵	2.8 acres/1,000 population	\$0	\$23,751
Street ⁶ Maintenance	\$36/person	None established	\$0	\$7,308
Library ⁷	\$38/person	None established	\$0	\$7,714
Administrative Services ⁸	\$215/person	None established	\$0	\$43,645
Total			\$0⁹	\$159,355

Notes for Table III:

¹Level of Service reported from City of Richland Comprehensive Plan

²Cost of Annexation – Initial Impacts are based on current estimate of 0 persons residing within the proposed annexation area. Full build-out figures are based on projected population of 203 persons in 78 residences.

³Represents total current expense '15 budget for fire and emergency services (\$7,049,828) divided by current city population (53,080).

⁴Represents total current expense '15 budget for police (\$13,071,176) divided by current city population (53,080).

⁵Represents total current expense '15 budget for parks and facilities and recreation (\$6,235,839) divided by current city population (53,080).

⁶Represents streets capital construction fund '15 budget (\$1,868,561) divided by current city population (53,080).

⁷Library costs were derived by dividing 2015 total library budget (\$2,019,845) by total number of persons in the City (53,080).

⁸Administrative service costs represents the total current expense budgets for City Manager, Assistant City Manager, City Clerk, City Attorney, Communications and Marketing, Cable Communications, Information Technology, Administrative Services, Purchasing, Human Resources and Community Development (\$11,432,919) divided by current city population (53,080).

⁹Costs for police and fire services would not likely be zero for existing levels of development, but are difficult to accurately quantify and would vary greatly based on the number of times that emergency calls for service were made.

Service costs for Table III include those services that are directly provided to residents and also include estimates for costs associated with general administrative services. Presumably, there would be some efficiencies accrued by the City in serving a larger population that would be located in a relatively small geographical area that is immediately adjacent to the City's existing service boundaries. Costs for actually providing services listed in Table III are somewhat overstated. The per capita listing for fire and emergency services, police services and administrative services assumes that all expenses associated with providing services are directly related to residential uses. Clearly, there are costs associated with providing services to commercial and industrial lands as well. The estimated costs of park and library services may be slightly overstated also, as some service is provided to non-City residents, which, if accounted for, would slightly decrease the per capita costs reported here. Finally, Table IV provides some comparison of the costs and revenues associated with the proposed annexation.

**TABLE IV – Whitfield Annexation Proposal
Summary of General Fund Revenues and Expenses**

	Estimated Number of Households	Projected Revenues	Projected Expenses	Net Annual Benefit\$3,16 7
Initial Annexation	0	\$3,167	0	\$3,167
Annexation at Full Build-Out	78	\$171,974	\$159,355	\$12,619

CONCLUSION

Staff concludes that the proposed Whitfield annexation would have slight positive fiscal impacts to the City both at the time of initial annexation and at the time that the area is fully developed. The City's enterprise funds would not be negatively impacted as expenses associated with providing power, water, sewer, storm drainage and solid waste disposal would necessarily equal the revenues associated with providing such services.

A general rule of thumb holds that the costs of providing services to residential neighborhoods generally exceed the revenues derived from those residential areas. This analysis presumes that additional sales tax would be generated from future development in the area at the same proportion as the rest of the City. However, to the extent that retailers performing market studies consider community growth, additional population may have the effect of stimulating new retail development. Ultimately this could increase the per capita sales tax revenue that the City receives.

There are other factors that are difficult to quantify. If the area is not annexed, and some level of development occurs, City services will still be directly impacted. The street system will be forced to handle more traffic, park and library use may increase, along with police and fire service calls. However, without annexation the City will not receive any revenues from those unincorporated developments. In total, the drain on City services would likely be greater without annexation than with annexation.

Annexation also provides the City with some opportunity to control the development so that it conforms to City plans and standards. Street layout and design, the extension of street and utility corridors to adjacent parcels, the overall density of development, and the dedication of park and open spaces are all issues that the City would not control if annexation does not occur.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness; Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 60-15, Authorizing Line of Credit for Interim Financing of Reata Road Area Water and Sewer Local Improvement District Project

Department:
Public Works

Ordinance/Resolution Number:
60-15

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 60-15, authorizing the use of a Line of Credit for interim financing of Reata Road Area Water and Sewer Local Improvement District project.

Summary:

On April 21, 2015, Council approved Ordinance No. 18-15 establishing the Preliminary Assessment roll for the Reata Road Area Utility Local Improvement District No. 197. Section 5 of the Ordinance provides several methods available for financing the project before assessments are established for the participating properties. Staff recommends use of a commercial bank line of credit.

The proposed ordinance authorizes the City to enter into a line of credit for up to \$700,000, which is estimated to be more than required for the contractor's costs. Engineering for the project is being performed by City staff and will be absorbed by existing budget authority until the costs can be billed to the final assessment fund.

Staff has completed evaluation of available lines of credit and is prepared to execute this proposed agreement pending Council approval.

Council gave first reading of this ordinance at its regular meeting on September 15, 2015. The construction contract for this project was awarded at the same meeting.

Fiscal Impact:

The line of credit will be sufficient to interim finance construction and completion of the Reata Road Area Utility Local Improvement District, and is already included in the 2015 budget. A long-term note or bonds will refinance the line of credit once construction is complete and the final assessment roll is adopted. Payments on the debt will ultimately be paid from the assessments received from affected landowners.

Attachments:

1. Ordinance No. 60-15 ULID 197
2. Offer Letter for Line of Credit

ORDINANCE NO. 60-15

AN ORDINANCE of the City of Richland, Washington, relating to the waterworks utility of the City; providing for the issuance of not to exceed \$700,000 aggregate principal amount Waterworks Utility Revenue Bond Anticipation Note, 2015 (ULID No. 197) structured as a non-revolving line of credit, with which (i) to provide interim financing to pay the costs of improvements to the utility system to be constructed by ULID No. 197, and (ii) to pay the costs of issuance and sale of the note pending the issuance of the Bonds authorized herein; fixing the terms and covenants of the Note; and approving the sale and delivery of the Note to Cashmere Valley Bank; authorizing the City's Administrative Services Director to take action and execute documents with respect to the Note; and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND, as follows:

Section 1. Recitals and Findings. The City Council makes the note of the following facts and circumstances, and makes the findings set forth below. Capitalized terms used but not defined in this section have the meanings given in Section 2, below.

(a) Pursuant to Resolution No. 02-15 adopted February 17, 2015, the City Council set a public hearing pursuant to property owner petitions pertaining to desired utility improvements in the Reata Road area between Reata Road to the north and Interstate 82 to the south, and fixed March 17, 2015 at 7:30 p.m., local time, in the Council Chambers of the City Hall as the time and place for hearing all matters relating to the proposed improvement and all objections thereto and for determining the method of payment for the improvement.

(b) Due notice of the above hearing was given in the manner provided by law, and the hearing was held by the City Council on the date and at the time above mentioned, and no objections to the proposed improvement were expressed to or considered by the City Council, and no persons appeared at such hearing wishing to be heard.

(c) By Ordinance No. 18-15, passed on April 21, 2015 (the "ULID Ordinance"), the City Council determined it to be in the best interests of the City that the improvements as described in the ULID Ordinance (the "Improvements") be carried out and that a local improvement district be created in connection therewith.

(d) Pursuant to RCW 35.43.043, the City Council may convert any local improvement district into a utility local improvement district at any time prior to the adoption of an ordinance approving and confirming the final assessment roll of such local improvement district, by providing in that ordinance for the payment of the special

assessments levied in that district into the special fund established or to be established for the payment of revenue bonds issued to defray the cost of the local improvement in that district.

(e) The City Council hereby converts local improvement district No. 197, created by Ordinance 18-15 of the City, into a utility local improvement district and by this ordinance pledges that all special assessments in that district ("ULID Assessments") shall be paid solely into the Bond Fund (as defined below) previously established for the payment of Waterworks Utility revenue Parity Bonds to be issued to defray the costs of the Improvements. Local improvement district No. 197 shall hereafter be referred to as a utility local improvement district ("ULID No. 197").

(f) In order to provide interim financing for the completion of the Improvements, pending issuance of the ULID No. 197 Revenue Bonds (as defined below), the City Council finds that it is necessary or desirable to issue and sell a bond anticipation note structured as a non-revolving line of credit. The Bank has offered to purchase the Note (as defined below) on the terms set forth in the Bank's Purchase Offer. The City Council therefore deems it to be in the best interest of the City to issue and sell the Note to the Bank, all under the terms set forth in the Purchase Offer and in this ordinance.

Section 2. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "*Bank*" means Cashmere Valley Bank, or its corporate successor.

(b) "*Bond Fund*" means that special fund of the City known as the Water and Sewer Revenue Refunding Bond Fund, 1986, created by Ordinance No. 29-86 for the payment of the principal of and interest on all Parity Bonds.

(c) "*Bonds*" means the waterworks utility revenue bond or bonds authorized under the ULID Ordinance to be issued to pay and redeem the Note, which will be repaid in whole or in part by the collection of assessments levied against property within ULID No. 197, the form, amount, date, interest rate and denominations of which (or parameters therefor) will be fixed by future ordinance of the City Council.

(d) "*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.

(e) "*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.

(f) "*City Council*" means the legislative authority of the City, as duly and regularly constituted from time to time.

(g) "*Code*" means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(h) “*Construction Fund*” means the Special Assessment Construction Fund created pursuant to Section 7 of the ULID Ordinance.

(i) “*Delivery Date*” means the date of initial issuance and delivery of the Note to the Bank.

(j) “*Draw*” means an incremental draw of principal of the Note authorized in this ordinance.

(k) “*Draw Request*” means a request for Draw submitted in accordance with this ordinance.

(l) “*Finance Director*” means the person who holds the office or has the official responsibilities of Finance Director of the City or successor office, or other person as designated by the City’s Administrative Services Director.

(m) “*Fiscal Year*” means a year beginning January 1 and ending December 31, or such other fiscal year as may later be fixed by law.

(n) “*Future Parity Bonds*” means all combined waterworks utility revenue bonds of the City issued after the date of the issuance of the Bonds and having a lien and charge upon the Net Revenue of the Waterworks Utility and ULID Assessments on a parity with the lien and charge upon such Net Revenue and ULID Assessments of the Outstanding Parity Bonds and the Bonds for the payment of the principal thereof and interest thereon.

(o) “*Gross Revenue*” means all of the earnings and revenues received by the City from the maintenance and operation of the Waterworks Utility and all earnings from the investment of money on deposit in the Bond Fund. Gross Revenue excludes: ULID Assessments; government grants; City taxes; principal proceeds of bonds; earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Waterworks Utility obligations until commingled with other earnings and revenues of the Waterworks Utility; and all amounts held in a special account for the purpose of paying a rebate to the United States Government under the Code.

(p) “*Improvements*” means the improvements constructed within ULID No. 197 pursuant to the ULID Ordinance.

(q) “*Interest Payment Date*” means each April 1 and October 1, commencing April 1, 2016 to the Maturity Date.

(r) “*Interest Rate*” means a variable rate equal to 65.01% of the LIBOR 3-Month Rate, plus 1.75%. The Interest Rate will be reset quarterly, on each Reset Date.

(s) “*LIBOR 3-Month Rate*” is a fluctuating rate of interest which can change on each business day. The rate will be adjusted on each Reset Date to equal the British Bankers Association London Interbank Offering Rate (“BBA LIBOR”) for U.S. Dollar deposits for delivery on the date in question for a 3-month term beginning on that date. The Bank will use the most recently available BBA LIBOR Rate as published in the printed

edition of the Wall Street Journal (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) for the last business day of the month immediately prior to the Reset Date in question. [A1] If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Bank to be substantially equivalent to BBA LIBOR for a three-month interest period.

(t) “*Maintenance and Operation Expense*” means all reasonable expenses incurred by the City in causing the Waterworks Utility to be operated and maintained in good repair, working order and condition, but shall not include any depreciation or City levied taxes or payments to the City in lieu of taxes. The cost of insurance shall be considered a Maintenance and Operation Expense.

(u) “*Maturity Date*” means October 1, 2018, unless extended by written agreement of the City and the Bank.

(v) “*Net Revenue*” means Gross Revenue, less Maintenance and Operation Expense.

(w) “*Note*” means the City’s non-revolving line of credit Waterworks Utility Revenue Bond Anticipation Note, 2015 (ULID No. 197) in the principal amount not to exceed \$700,000, issued pursuant to this ordinance.

(x) “*Note Account*” means the ULID No. 197 Bond Anticipation Note Account, 2015, established pursuant to Section 6 of this ordinance, as a special account within the Bond Fund for the purpose of paying principal of and interest on the Note.

(y) “*Note Register*” means the books or records maintained by the Note Registrar for the purpose of identifying ownership of the Note.

(z) “*Note Registrar*” means the Finance Director of the City.

(aa) “*Outstanding Parity Bonds*” means:

- (1) the City’s \$21,975,000 original principal amount Water and Sewer Improvement and Refunding Revenue Bonds, 2009, dated June 16, 2009, authorized by and issued for the purposes provided in Ordinance No. 17-09, passed by the City Council on June 2, 2009 (the “2009 Bonds”);
- (2) the City’s \$7,540,000 original principal amount Water and Sewer Improvement and Refunding Revenue Bonds, 2012, dated June 5, 2012, authorized by and issued for the purposes provided in Ordinance No. 13-12, passed by the City Council on May 1, 2012 (“2012 Bonds”); and
- (3) the City’s \$9,985,000 original principal amount Waterworks Utility Revenue Refunding Bonds, 2014, dated August 26, 2014, authorized by and issued for the purposes provided in Ordinance No. 08-14, passed by the City Council on April 1, 2014 (“2014 Bonds”).

(bb) “*Parity Bond Ordinance*” means an ordinance authorizing the issuance and sale of a series of Parity Bonds.

(cc) “*Parity Bonds*” means the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(dd) “*Purchase Offer*” means the offer of the Bank for the purchase of the Note, which letter is dated September 15, 2015 and is on file with the Finance Director.

(ee) “*Record Date*” means the Note Registrar’s close of business on the 15th day of the month preceding an interest payment date.

(ff) “*Registered Owner*” means the person named as the registered owner of a Note in the Note Register.

(gg) “*Reset Date*” means January 1, 2016 and each April 1, July 1, October 1 and January 1 thereafter, to the Maturity Date.

(hh) “*State*” means the State of Washington.

(ii) “*ULID*” means any utility local improvement district now existing or hereafter created for the acquisition or construction of additions, extensions or betterments of any portion of the Waterworks Utility, which additions, extensions or betterments are financed through the issuance of Parity Bonds. As used in this ordinance, the capitalized term “*ULID*” does not include any utility local improvement district created for the financing of additions, extensions or betterments by methods other than the issuance of Parity Bonds.

(jj) “*ULID Assessments*” means the assessments levied in any ULID, including installment payments of any assessment as well as the interest and penalties (if any) thereon, less any prepaid assessments permitted by law to be paid into a construction fund or account.

(kk) “*ULID No. 197*” means the local improvement district created by Ordinance No. 18-15 of the City and converted to a utility local improvement district by this ordinance.

(ll) “*ULID Ordinance*” means Ordinance No. 18-15 of the City, passed on April 21, 2015, creating local improvement district No. 197.

(mm) “*Waterworks Utility*” means the combined water utility, wastewater utility and stormwater utility of the City as the same may be added to, improved and extended for as long as any of the Parity Bonds are outstanding, and may include any solid waste or other utility systems hereafter combined with the Waterworks Utility.

Section 3. Authorization and Description of the Note. Pending the receipt of the proceeds of the issuance and sale of the Bonds authorized under the ULID Ordinance to pay costs of the Improvements and to pay interest on and costs of issuance of the Note, the City is authorized to issue a non-revolving line of credit Waterworks Utility Revenue Bond Anticipation Note, 2015 (ULID No. 197) (the “*Note*”) in a maximum principal amount not to exceed \$700,000. The Note shall be issued in fully registered form, shall be

numbered R-1, shall be dated the date of the first substantial draw in accordance with the Code, and shall mature on the Maturity Date. Draws on the Note shall be made and bear interest as set forth in Section 4, below. The line of credit evidenced by the Note is non-revolving and amounts repaid may not be re-borrowed.

Section 4. Interest Rates; Bank Fees. Interest on each Draw shall accrue at the Interest Rate from the date of that Draw. Interest on a Draw shall be computed on the principal amount of the Draw outstanding on the basis of a 365-day year for the actual number of days the principal amount of the Draw is outstanding. The Bank's origination fee equal to 0.25% of the maximum authorized principal amount (\$1,750) for this line of credit facility is authorized to be taken as a discount to proceeds of the first Draw. The City Council finds that the fixing of the interest rate indexes and bank fees set forth above is in the best interest of the City. This City shall be responsible for all costs of issuance of the Note.

Section 5. Draws on the Note. The City may make incremental Draws upon the Note in any amount equal to or greater than \$25,000 on any business day during the term of the Note for the purpose of providing funds with which to pay the costs of the Improvements, including payment of interest on the Note during construction. Draws shall be recorded in such manner as the City and the Bank may agree. Draws are not subject to approval by the Bank. The aggregate of all Draws on the Note may not exceed \$700,000; principal repaid may not be re-borrowed.

The Finance Director, the Director of Administrative Services and the Public Works Director are each, acting independently, authorized to make Draws against the Note and to make such determinations as may be necessary to make a written request for Draw. A Draw Request may be made by submitting a request in writing to the Bank on a form designated by the Bank, at any time prior to the Maturity Date. Each Draw Request shall be delivered to the Bank, shall specify the dollar amount requested, the account number to which the amount drawn shall be wired and the proposed date of the Draw. For same day funding, Draw Requests must be received and confirmed by the Bank by 11 a.m. Pacific Time.

Section 6. Note Account; Security. The Note Account is hereby established within the Bond Fund as a special fund of the City solely for the payment of the Note. The City shall pay principal of and interest on the Note only from money available in the Note Account. The City hereby covenants and agrees to deposit into the Note Account on or before the Maturity Date, proceeds of the Bonds, a refunding note, grants received by the City for the Improvements, or other unencumbered funds remaining in the Construction Fund after completion of the Improvements, and (if necessary) Net Revenue (on a basis subordinate to the Parity Bonds, as set forth in this section), in an amount sufficient to pay the principal of and interest on the Note as the same becomes due. The Net Revenue and all ULID Assessments in ULID No. 197 are pledged for the payment of the Note. This pledge shall constitute a lien and charge upon the Net Revenue junior and inferior to the lien and charge granted with respect to the Outstanding Parity Bonds and any Future Parity Bonds. The Note shall be an obligation only of the Note Account of the City.

Section 7. Payment of the Note. The City shall pay to the Bank all accrued interest on each outstanding Draw in arrears on each Interest Payment Date. Outstanding principal is payable in full on the applicable Maturity Date or upon receipt of proceeds from the issuance of the Bonds, to the extent that such proceeds have been received. Upon the payment of all outstanding principal and interest, the Note shall be surrendered to the Note Registrar for cancellation. Both principal of and interest on the Note shall be payable in lawful money of the United States of America and shall be paid by check or draft mailed to the Bank five days prior to the applicable Interest Date or Maturity Date, or by wire transfer or electronic debit (including by Draws made for the purpose of paying interest during construction) made on such Interest Payment Date or Maturity Date, as applicable. The Note shall be an obligation only of the Note Account and shall be payable and secured as provided herein. The Note shall not be deemed to constitute a general obligation or a pledge of the faith and credit or taxing power of the City or the State of Washington.

Section 8. Prepayment or Redemption. After giving 15 days advance notice to the Bank in writing, the City may prepay the Note in whole or in part on any Bank business day, at the price of the principal amount to be redeemed, plus accrued interest, if any, to the date of redemption. Any prepayment shall be applied first to interest and then to principal. There shall be no fee or penalty for prepayment prior to the applicable Maturity Date. Interest on the Note or the portion thereof so prepaid shall cease to accrue on the date of such prepayment.

Section 9. Note Registrar. The Finance Director of the City is designated to act as Note Registrar. The Note Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Note; shall serve as the City's authenticating agent, transfer agent, registrar and paying agent for the Note; and shall comply fully with applicable federal and state laws and regulations respecting the carrying out of those duties. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Note in accordance with the provisions of the Note and this ordinance, and to carry out all of the Note Registrar's powers and duties under this ordinance.

Section 10. Registration and Transfer of Note; Note Register. The Note shall be issued to the Bank only in registered form as to both principal and interest and shall be recorded in the Note Register, which shall contain the name and mailing address of the owner of the Note and the principal amount and number of the Note. The Note shall state on its face that the principal and interest shall be paid only to the Registered Owner thereof registered as such on the Note Register as of the Record Date and to no other person or entity, and that the Note may not be assigned except on the books of the Note Registrar. The Note may be assigned or transferred only in whole by the registered owner to a single investor that is a financial institution or a person who is reasonably believed to be a qualified institutional buyer or accredited investor within the meaning of the applicable federal securities laws. Any transfer shall be without cost to the owner or transferee, except for governmental charges imposed on any such transfer or exchange. The Note Registrar shall not be obligated to exchange or transfer the Note during the 15 days preceding any prepayment date or the Maturity Date. When the Note has been paid in full, both principal and interest, that Note shall be surrendered to the Note Registrar, who shall cancel the Note.

Section 11. Form and Execution of Note. The Note shall be prepared in a form consistent with the provisions of this ordinance and State law and signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile (if permitted by State law), and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon.

The Note shall bear a Certificate of Authentication in substantially the following form, manually signed by the Note Registrar, and only if so executed, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "*Certificate of Authentication. This Note is the fully registered City of Richland, Washington, Water and Sewer Utility Revenue Bond Anticipation Note, 2015 (ULID 197) (Non-Revolving Line of Credit), described in the Bond Ordinance.*" The authorized signing of the Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

If any officer whose manual or facsimile signature appears on the Note ceases to be an officer of the City authorized to sign notes before the Note bearing his or her manual or facsimile signature is authenticated or delivered by the Note Registrar or issued by the City, 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 notes. The Note also may be signed on behalf of the City by any person who, on the actual date of signing of the Note, is an officer of the City authorized to sign notes, although he or she did not hold the required office on the date of issuance of the Note.

In the event the Note is lost, destroyed, or mutilated, the City will cause to be issued a new Note, substantially similar to the original, to replace the same, in such manner and upon such reasonable terms and conditions as the Note Registrar may from time to time determine.

Section 12. Deposit and Use of Note Proceeds. The principal proceeds of each Draw on the Note shall be deposited into the Construction Fund to be used to pay costs of the Improvements, bank fees, costs of issuance and interest on the Note during construction. Until needed for such purposes, the City may invest principal proceeds temporarily in any legal investment, and the investment earnings may be retained in the Construction Fund and be spent for the purposes of that fund.

Section 13. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Note 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 Note or other funds of the City treated as proceeds of the Note that will cause interest on the Note 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 is applicable to the Note, take

all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Note.

(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 Note from being included in gross income for federal tax purposes.

Section 14. Approval of Note Purchase Offer. The Bank has presented the Purchase Offer to the City offering to purchase the Note under the terms and conditions provided in the Purchase Offer, which written Purchase Offer is on file with the City Clerk. The City will pay the Bank a fee of 0.25% of the principal amount of the Note to be taken as a discount to the proceeds of the first Loan Draw. The City Council finds that entering into the Purchase Offer is in the City's best interest and accepts the offer contained therein and authorizes its execution by a proper City official. The City shall be responsible for costs of issuance, including its own legal and administrative costs incurred in connection with the ULID formation and assessment roll procedures, and the fees of bond counsel.

Section 15. General Authorization and Ratification. The Finance Director 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 the Note to the Bank and for the proper application, use and investment of the proceeds of the Loan Draws on the Note. 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 16. 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 17. Effective Date of Ordinance. This ordinance shall take effect and be in force on the day following the date of its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland, at a regular meeting on the 6th day of October, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: October 11, 2015

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. 60-15 (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 October ____, 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



September 15, 2015

Honorable Members of the City Council
City of Richland
505 Swift Boulevard
Richland, WA 99352

Honorable Members of the City Council:

Thank you for the opportunity to provide an offer to purchase a revenue bond anticipation note non-revolving line of credit of the combined water, sewer and storm water utility (the "Waterworks Utility") for financing improvements within the Reata Road Area Utility Local Improvement District No. 197 ("ULID No. 197"). Cashmere Valley Bank (the "Bank") has approved the borrowing outlined in this commitment letter under the following terms (capitalized terms not defined herein have the meaning given in the ordinance of the City of Richland authorizing the issuance of the Note):

1. Borrower: City of Richland, Washington (the "City").
2. Summary: Waterworks Utility Revenue Bond Anticipation Note, 2015 (ULID No. 197) Non-Revolving Line of Credit (the "Note") to provide interim financing to pay the costs of improvements to the utility system to be constructed within ULID No. 197, and to pay the costs of issuance of the Note.
2. Amount: Not to exceed \$700,000
3. Form: The Note shall be in fully registered form, dated the date of the first substantial draw, and issued by the City and purchased by the Bank at private sale.
4. Tax Status: Federally tax-exempt, non-bank qualified.

5. Purpose: To finance water and sewer improvements within ULID No. 197 as further described in Ordinance No. 18-15 of the City passed on April 21, 2015, and to pay the costs of issuance of the Note.
6. Closing Date: The Closing Date is the date of the first substantial draw upon the line.
7. Maturity Date: The Maturity Date is October 1, 2018.
8. Description:
- a) Interest Rate: From the Closing Date through and including the Maturity Date, the unpaid principal amount of the Note shall bear interest at a quarterly adjustable variable rate equal to 65.01% of the LIBOR 3-month Rate, plus 1.75% (the "Interest Rate"). The Interest Rate would initially be calculated on the Closing Date, and every January 1, April 1, July 1, and October 1 thereafter, beginning on January 1, 2016 (collectively, the "Reset Date"). Interest will be calculated on an actual/365 basis.
- "LIBOR 3-month Rate" means the most recently available London Interbank Offer Rate for a three month term, denominated in U.S. dollars, as published in the printed edition of the Wall Street Journal for the last business day of the month immediately prior to the Reset Date in question. The rate can be viewed here: http://online.wsj.com/mdc/public/page/2_3020-libor-20150831.html?mod=mdc_pastcalendar
- b) Terms: Interest on the outstanding principal of the Note shall be payable semiannually on April 1 and October 1, beginning on April 1, 2016. Principal of the Note shall be due on the Maturity Date or upon the earlier prepayment of the Note. The Finance Director of the City will be the Note Registrar and Paying Agent.
- c) Draws: Draws on the Note may be made on any business day by the Finance Director, Director of Administrative Services, or Public Works Director in amount greater than or equal to \$25,000. Draw proceeds will be transmitted to the City via wire transfer. For same day funding, Draw Requests must be received and confirmed by the Bank by 11 a.m. Pacific Time.

- d) Security: The City irrevocably pledges to repay the Note with proceeds of a revenue bond, a supplanting note or other short term obligation, and other available funds including the Net Revenues of the Waterworks Utility junior in lien to debt service on outstanding Parity Bonds, and the assessments of ULID No. 197.
- e) Transferability: The Bank will hold the Note with no intent to sell or transfer. The Note may be transferred only in whole, subject to subsequent investor receiving such information as is necessary to comply with Rule 10b-5 of the Securities and Exchange Commission.
9. Prepayment: The principal amount of the Note may be prepaid, in whole or in part, at any time prior to its Maturity Date at par plus accrued interest to the date of prepayment. The City will provide the Bank with written notice of any intended prepayment at least 15 days prior to such prepayment date.
10. Fees: The Bank will charge a fee of 0.25% (\$1,750.00) for this facility, taken as a discount to the proceeds of the first draw. The City will be responsible for all costs of issuing the Note.

11. Continuing Disclosure:

The City will provide its annual financial report to the Bank during the period the Note is outstanding and held by the Bank.

12. Additional Terms:

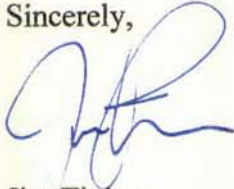
The Note documents will be in the standard forms customarily required by the Bank for tax exempt municipal funding and will include additional terms and conditions not discussed above. Bond Counsel to the City will provide an opinion that interest on the Note is exempt from federal taxation. At the Closing Date, the financial condition and credit of the City and all other features of this transaction will be as represented to the Bank without material adverse change. In the event of adverse material changes in the credit worthiness of the City, including litigation involving or claims filed against the City, this commitment will terminate upon notice by the Bank. This commitment is non-assignable by the City. This commitment supersedes any prior commitments, offers, or agreements, written or oral concerning this financing and can only be modified in writing.

13. Acceptance: This commitment is not binding unless the City returns a signed copy of this letter to the Bank prior to the close of business on October 13, 2015 at which time the commitment will expire without notice. If, after acceptance, the Note has not closed by November 24, 2015, this commitment will expire without notice.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Thank you for this opportunity to work with the City and its finance team.

Sincerely,



Jim Tinker
Assistant Vice President
Cashmere Valley Bank

Acknowledged and accepted this _____ day of _____, 2015.

CITY OF RICHLAND, WASHINGTON

Signature: _____

Printed Name: _____

Title: _____

City of Richland Federal Tax I.D. #: _____

cc: Alice Ostdiek, Foster Pepper PLLC



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 162-15, Appointment to the Library Board: Sally Mohr

Department:
City Attorney

Ordinance/Resolution Number:
162-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 162-15 appointing Sally Mohr to Position No. 1 on the Library Board.

Summary:

The term for Library Board Position No. 1 expired on September 30, 2015. This position was previously held by Sally O'Neal.

Library Chair Lunstad is recommending the appointment of Sally Mohr to serve a five-year term or until September 30, 2020.

Candidates Carl Berkowitz and Gerald Greenfield were also considered for appointment.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution
2. Recommendation and Application

RESOLUTION NO. 162-15

A RESOLUTION of the City of Richland confirming the position appointment of Sally Mohr to the Library Board.

BE IT RESOLVED by the City Council of the City of Richland that the following position appointment to the Library Board is hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Sally Mohr	1	9/30/20

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 6th day of October 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Roseberry, Ann
Sent: Friday, September 11, 2015 10:11 AM
To: Schiessl, Joe; Barham, Debby
Subject: FW: recommendation for Library Board

From: Jana Kay Lunstad [mailto:jana.kay@live.com]
Sent: Friday, September 11, 2015 7:43 AM
To: Roseberry, Ann <aroseberry@CI.RICHLAND.WA.US>; Kent, Sandra <skent@CI.RICHLAND.WA.US>
Subject: recommendation for Library Board

Ann and Sandra,

After interviewing all the candidates, I recommend Sally Mohr be appointed to fill the vacant position on the Library Board. Please let me know if you have any questions.

Thanks,
Jana Kay

Board Commission or Committee Application

RECEIVED

AUG 13 2015

RICHLAND CITY CLERK

Select the Board,
Commission or
Committee applying for:

Library Board

Personal Information

First Name	Sally
Last Name	Mohr
Street Address	1757 Duluth St.
City	Richland
State	WA
Zip	99354
Length of Residency in the City of Richland	7 years
Email:	<u>sallycmohr@gmail.com</u>
Contact Phone:	509-943-3673
Alternate Phone:	206-372-4711
Occupation:	Director of Business Development, & yet
Education:	Bachelor of Arts Degree, Business Administration with Concentrations in Management, Marketing; University of Washington
Experience Applicable to the City Board, Commission or Committee to which you are applying	I am a Richland citizen and proactive community member who enjoys the City of Richland Library services and offerings. I am interested in becoming more involved and assist in sustaining our library as a community gathering place.
Are you currently serving on a Board, Commission or Committee	No
If yes, which one/s?	Field not completed.

RICHMOND CITY CLERK

APR 19 1960

RECEIVED

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

Yes

If yes, which one/s?

Pasco Chamber Economic Development Committee
(2014-2015)

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.

I accept

A resume is required to complete the application.

[SCM Resume 20150813.pdf](#)

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

SALLY C. MOHR

PROFESSIONAL EXPERIENCE

DIRECTOR OF BUSINESS DEVELOPMENT – &yet, Richland, WA | 07/2015 – Present

Selected accomplishment: Recruited by Founder and CEO to join the team to accomplish the following:

- Lead and coach business development and sales team.
- Responsible for efficient and effective business development and sales processes and activities across the team.
- Advise organization on strategic product and service initiatives, goals, and processes.
- Drive business development awareness across entire organization.
- Work closely with marketing lead to develop cohesive practices and strategies.
- Achieve organizational goals with respect to revenue generation and process improvement.
- Help company interact with the Tri-Cities community as we continually look to make it better and stronger.

COMMUNITY & ECONOMIC DEVELOPMENT MANAGER – Benton-Franklin Council of Governments, Richland, WA | 03/2014 – 07/2015

Selected accomplishment: Developed strong working relationships with key stakeholders within the community, public and private sector to foster regional economic/community development initiatives.

- Led a three-person team that administers an assortment of regional revolving loan funds.
- Created, documented, and improved processes and procedures directly related to all department functions.
- Facilitated the mandated US EDA's Comprehensive Economic Development Strategy (CEDS) process, which includes identifying the regional economic and community development opportunities, challenges, goals and policies necessary to accomplish these items.
- Provided project oversight and facilitation for joint projects often involving more than one funding entity and various owners.
- Assisted local agencies in the development of grant proposals, responding to detailed request for information from local agencies, consultants and other groups and individuals.
- Significantly increased the agency's visibility within the community related to small business support, financing options, and agency capabilities.

REAL ESTATE MARKETING SPECIALIST – City of Richland, Richland, WA | 05/2010 – 03/2014

Selected accomplishment: Closed on or participated directly with the sales of approximately 105 industrial and commercial city-owned acres, totaling approximately \$4,415,000 (just in land sales) in 3 ½ years.

- Developed and implemented strategies for marketing and positioning city-owned properties for sale, lease and public/private development.
- Identified and managed the city's recruitment participation in third-party efforts with the Port of Benton, TRIDEC, Department of Commerce, site selection consultants, and commercial realtors.
- Negotiated terms for sales and leases of city-owned properties, preparing purchase and sale, lease agreements and staff reports, coordinating the review of documents with the city attorney and various city staff, presenting real estate information to the commissions and city council for approval, and monitoring executed contracts to ensure terms are met.
- Provided real estate support to other city departments with the execution of acquisitions, property sales, easements, street vacations, and other agreements related to city-owned properties.
- Created and maintain an asset/contract management system of city-owned property.

SALLY C. MOHR

BUSINESS DEVELOPMENT SPECIALIST - The Empirical Company, Kennewick, WA | 04/2009 – 05/2010

Significant accomplishment: Collaborated with a senior training specialist to successfully implement the company's new service offering, training courses related to industrial hygiene.

- Developed new business opportunities and proactively maintained client relationships.
- Developed and managed firm's entire proposal and contract process.
- Created and maintained a central database for all boilerplate information in Salesforce CRM.
- Managed office support staff and ensured smooth daily operations.
- Prepared for and set up various training courses and offerings, created and maintained related website content, calendar and schedule for course offerings.

BUSINESS DEVELOPMENT/CLIENT MANAGER, SAFEUILT - Richland, WA | 03/2008 – 03/2009

Selected accomplishment: Defined strategy, developed, executed, and managed the comprehensive marketing plan which integrated marketing initiatives that led to new clients for the Washington market.

- Communicated with clients, sub-consultants, management, and internal departments others to coordinate overall business development effort in accordance with corporate goals.
- Planned and executed regional market research and analyses.
- Compiled and distributed various monthly reports and comprehensive quarterly analysis of sales efforts, results, activities, and issues.
- Played integral role in new market development activities and supported the company revenue and growth goals through the achievement of individual sales goals.
- Planned, researched, prepared, submitted, and negotiated proposals and potential partnerships with municipalities, counties, and state and federal agencies.
- Managed awarded contracts.

MARKETING COORDINATOR, PACE Engineers – Kirkland, WA | 10/2003 – 03/2008

Selected accomplishment: Combined accounting and marketing experience and became the firm's primary database administrator for DELTEK Vision (CRM). Migrated all information into the new system, created training manuals, provided training and implemented department-wide utilization.

- Regularly communicated with management to ensure marketing and business development activities were aligned with business goals through weekly and monthly reports.
- Accompanied junior engineering staff to various trade, business and recruitment events to support company's strategic initiatives and succession planning efforts.
- Developed and managed proposals, statement of qualifications, presentations, promotional materials, direct-mail pieces, and website content utilizing Microsoft Suite and Adobe Creative Suite.
- Tracked, forecasted, and reported both win/loss ratios for proposals.
- Accepted an inter-company (accounting to marketing) department promotion/transfer in 2005.

EDUCATION/LICENSES

- Bachelor of Arts Degree, Business Administration, Concentrations in Marketing, Management | University of Washington | 2007
- Washington Real Estate Broker's License | Department of Washington | Active
- Analyzing Business Tax Returns Certificate | The Risk Management Association | 2015
- Analyzing Personal Financial Statements and Tax Returns Certificate | The Risk Management Association | 2015
- Economic Development Course, International Economic Development Council (IEDC) | 2011



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 163-15, Expressing Appreciation to Sally O'Neal for Service on the Library Board

Department:
City Attorney

Ordinance/Resolution Number:
163-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 163-15, expressing appreciation to Sally O'Neal for her service on the Library Board.

Summary:

Sally O'Neal was appointed to the Library Board February 2006 and served until her term expired on September 30, 2015.

Fiscal Impact:

None.

Attachments:

I. Proposed Resolution

RESOLUTION NO. 163-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Sally O'Neal for the service she rendered to the City as a member of the Richland Library Board.

WHEREAS, Ms. O'Neal was first appointed to the Library Board in February 2006 and served until September 2015; and

WHEREAS, Ms. O'Neal served as the Chair of the Library Board from January 2007 through January 2010 and served as Vice Chair from February 2012 through February 2013; and

WHEREAS, during her tenure, Ms. O'Neal supported asking the citizens of Richland to bond for an expanded and remodeled Library building, and has consistently supported providing as much access to the Library and to adding as many materials as possible; and

WHEREAS, Ms. O'Neal has faithfully worked to represent the needs and wishes of the citizens of Richland; and to speak on behalf of the Library as a resource and cultural center.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Sally O'Neal, their appreciation for the service she rendered to the City during her tenure as a member of the Richland Library Board.

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 6th day of October 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 4 - Targeted Investments

Subject:

Resolution No. 168-15, Authorizing the Purchase of 0.5-Acres from Columbia Basin College

Department:

Community & Development Services

Ordinance/Resolution Number:

168-15

Document Type:

Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 168-15, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Columbia Basin College for the purchase of one half acre at 751 Mansfield Street.

Summary:

On April 7, 2015, the City and Columbia Basin College (CBC) signed an Interlocal agreement for planning and development of downtown Richland. The goal is the orderly development of City Hall, CBC's Health Sciences Center II, and expanded parking for the Federal Building, City Hall, and the Health Science Center II. This is the first land transaction under this effort.

There are many moving parts in this planning effort. Presently, ownership of the properties does not align with the end user. The solution is to structure two purchase and sale agreements to close simultaneously. This action will effectively swap ownership to the best user.

The one-half acre site at 751 Mansfield Street is currently owned by CBC. Under this proposed agreement, it will be purchased by the City to be used in an appraised value trade for the Swift Boulevard site for a future City Hall. If the transaction on the future City Hall site falls through, then this proposed agreement will terminate, with no further City obligation.

There may be a benefit to paving the site prior to the transfer in order to receive a higher appraised value. This is not required, however, if it proves to be a benefit to the City the improvement is advisable.

Once this proposed agreement is in place, the purchase and sale agreement between the City of Richland and the General Services Administration for the future City Hall site can be structured and considered by Council.

Fiscal Impact:

Funding for this acquisition will come from the Swift Corridor redevelopment budget (City Hall). The total cost will be approximately \$197,000. There is currently \$1,104,923 in the project budget for land acquisition.

Attachments:

1. Resolution 168-15
2. Purchase and Sale Agreement

RESOLUTION NO. 168-15

A RESOLUTION of the City of Richland authorizing the execution of an agreement for the purchase of 751 Mansfield Street, Richland, Washington.

WHEREAS, economic vitality and targeted investments are key values of the City of Richland; and

WHEREAS, the City is engaged in redevelopment activities focused on increasing economic vitality and targeting investments in the immediate vicinity of 751 Mansfield Street; and

WHEREAS, mixed and divided ownership of parcels in downtown prevents careful and efficient redevelopment of downtown Richland; and

WHEREAS, on April 7, 2015, the City of Richland and Columbia Basin College entered into an Interlocal Agreement to facilitate the planning and development the downtown Richland campus; and

WHEREAS, 751 Mansfield Street, Richland, Washington is currently owned by Columbia Basin College; and

WHEREAS, the Federal General Services Administration wishes to purchase from the City 751 Mansfield Street as part of an exchange for a second property located at Jadwin Avenue and Swift Boulevard; and

WHEREAS, the property will be returned to Columbia Basin College with full refund to the City should the property not be accepted by the Federal General Services Administration.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, authorizes the City Manager to enter into an agreement with the Columbia Basin College for the purchase of 0.5 acre of land at 751 Mansfield Street by the City of Richland for the amount of one-hundred ninety-seven thousand dollars (\$197,000).

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 6th day of October, 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 ("Agreement") is made and entered into this ____ day of _____, 2015, between **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and the **COLUMBIA BASIN COLLEGE**, a Washington Community College District ("Seller").

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

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

Lot 1, Block 629, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington; EXCEPT a strip thereof which lies West of a line which is five feet East of and parallel to the Westerly side of said lot. See Statutory Warranty Deed Recorded under Auditor's File No. 2015-006955, records of said County and State.

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

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

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

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of one hundred ninety-seven thousand dollars and no cents (\$197,000) for approximately one-half (0.5) acre, and other good and valuable consideration. Purchaser shall pay for all survey costs, prepare all land transfer documents, and complete all legal transaction documents.

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

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

3.2. Legal Description. The accepted legal description shall be attached to all other legal documents necessary to lawfully execute this land transfer.

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

3.4. Due Diligence. Purchaser is granted a due diligence period until and including one-hundred eighty (180) business days after receipt of the title report described in Section 3.3., above. Said due diligence period may be extended an additional ten (10) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological, and any other related issues. Seller will promptly provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser’s opinion, Purchaser’s may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

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

3.6. Simultaneous Closing. The closing of this transaction is contingent upon the simultaneous closing of the transaction between the United States General Services Administration (GSA) and the City of Richland for 1.8 acres +/- as depicted in **Exhibit A**. In the event simultaneous closing on the transaction between the GSA and the City of Richland does not occur, this Agreement may be terminated in Purchaser’s sole discretion. Upon Purchaser’s election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

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

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date specified by Purchaser and communicated in writing to Seller.

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

6. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2.8. Seller represents that the proposed Health Science Center II, to be located at 940 Northgate, Richland Washington, shall be designed and used according to the design shown in **Exhibit B**.

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

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

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

6.3.3. Purchaser further represents that the property is intended to be developed as a parking lot and/or used in exchange for the purchase of the property identified in **Exhibit A**. Deviation from this intended use after Purchaser acquires the property must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 9.13. This Agreement does not relieve the Purchaser from its obligation to obtain the necessary approvals, authorizations or permits required for the development of property for said use.

6.3.4. Purchaser represents that the parking requirement for the proposed Health Science Center II project located at 940 Northgate, Richland WA is met, subject to the conditions set forth in **Exhibit C** "Request for Exemption" and **Exhibit D** "Determination of Parking Analysis." For the purpose of meeting the parking requirement, the application for building permits must be consistent with the proposed project in **Exhibit B**.

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

7. Casualty and Condemnation.

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

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

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

9. Miscellaneous.

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

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

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

TO SELLER:

Columbia Basin College
Vice President for Administrative
Services
2600 N. 20th Avenue
Pasco, WA 99301
Phone: (509) 542-4408

TO PURCHASER:

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

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

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

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

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

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

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

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

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

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

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

9.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser in anticipation of construction of a parking lot and/or for use as consideration in the purchase of the property in **Exhibit A**. If Purchaser fails to acquire the property in **Exhibit A** or to construct a parking lot, Seller reserves the right to reclaim title to this Property. The Seller shall reclaim this Property by refunding the original Purchase Price of one hundred ninety-seven thousand dollars and no cents (\$197,000) for approximately one-half (0.5) acre of property (the "Purchase Price"), without interest. The Seller will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This reversionary right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This reversionary right survives forty-eight (48) months after closing or until transfer of ownership of the property, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchasers to any third party within the forty-eight (48) month reversionary period. This reversionary clause shall survive the delivery of the Deed.

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

[Signature page to follow]

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

**COLUMBIA BASIN COLLEGE -
SELLER**

CITY OF RICHLAND - PURCHASER

By: _____ Date _____
Its: _____

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

Approved by Legal Counsel:

By: _____ Date _____
Its: _____

By: Heather Kintzley Date _____
Its: City Attorney

Exhibit A

Exhibit A

1.8 Acre Swift Site

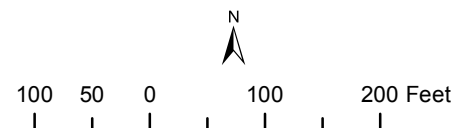


Exhibit B

Exhibit C

A COMMUNITY OF LEARNING

Columbia Basin College

BUILDING FUTURES FOR CHANGING TIMES

September 4, 2015

Mr. Rick Simon
Development Service Manager
CITY OF RICHLAND
P. O. Box 190, MS #35
Richland, WA 99352

Re: Columbia Basin College capital project Health Science Center II
Request for exception based on anticipated actual parking demand

Dear Rick:

Thank you for meeting with our capital project team this week with regard to the Columbia Basin College Health Science Center II project, in partnership with Kadlec Regional Medical Center. As we discussed, the first two floors of the new building will be used by Kadlec for their residency program and will see usage during the day. Kadlec staff will continue to use the parking structure/shuttle option for accessing the new building. Actual Kadlec parking is anticipated to be less than 94 vehicles during the day. Columbia Basin College will utilize the third floor for evening programs. Actual evening parking usage is anticipated to be about 92 vehicles. As discussed, the parking demand is considerably less than the usual code formula for a building of this size requires.

As we discussed, Columbia Basin College is requesting a variance or exception to the existing parking code based on actual usage estimates provided above. As you are also aware, we are currently in negotiations with the City of Richland on .5 acres of land at 951 Mansfield. We are looking for assurances on the code variance request prior to finalizing the sale of this property to the city. The College's position is that if we cannot receive such assurance, we will retain said property to utilize as parking to support the new Health Science Center II project and other CBC venues in close proximity.

If I can provide additional information, maps, plans, etc., as we move forward, please let me know. I have provided a signature line for you as way to provide your assurance. This document will become part of the City of Richland PSA with regard to the property sale at 951 Mansfield. At this point, time is of the essence to all parties involved in this project including

Columbia Basin College, Kadlec Regional Medical Center and the City of Richland. I look forward to hearing from you at your earliest convenience.

Sincerely,



William E. Saraceno
Sr. Vice President for Administration

VARIANCE ASSURANCE this _____ day of September, 2015:

Rick Simon
Development Service Manager
CITY OF RICHLAND

cc: **Brian Moore**
Redevelopment Project Supervisor
City of Richland

Tyrone Brooks
Columbia Basin College

Brett Riley
Columbia Basin College

Exhibit D



505 Swift Boulevard, P.O. Box 190, Richland, WA 99352

www.ci.richland.wa.us

Development Permitting Division

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

September 10, 2015

William E. Saraceno

Sr. Vice President for Administration
Columbia Basin College
2600 North 20th Avenue
Pasco, WA 99301

RE: Columbia Basin College Health Science Center II

Dear Bill:

This letter is written in response to your correspondence of September 4th, concerning the parking demand for the proposed Health Science Center II facility. I'm in agreement that the parking demand for the facility, as you have explained its use in our meeting, is less than what the municipal code requires. I'm writing this letter to provide a few details supporting my determination.

First, the code under RMC 23.54.030 provides the administrative official with the authority to establish a minimum parking requirement on a case-by case basis when the code does not provide a specific standard. In this case, the use of the building would be as a medical clinic on the first two floors of the building and college classrooms and labs on the upper floors of the building. There are 130 off-street parking spaces proposed on-site.

The code requires one parking stall for every 250 square feet of medical clinic. In this case, Kadlec would be operating the clinic differently, in that all Kadlec doctors and staff would not use the on-site parking lot. Rather, they would use off-site Kadlec parking and walk or shuttle to the clinic. The only persons using on-site parking would be the patients. There are 32 exam rooms in the proposed building. Maximum occupancy of the facility would assume each exam room would be constantly in use throughout the day, with an additional 32 patients waiting in the lobby. A total of 64 parking spaces would be sufficient to serve patient needs.

The upper floors of the building would be devoted to classroom use, with laboratory space. Programs using the facility are generally comprised of 16 to 20

students with faculty members. Students are either in the classroom or in the lab, but students would not occupy both spaces at the same time. The facility would house two groups of students with an anticipated occupancy of 40 students.

Other factors that would also serve to reduce the off-street parking demand are as follows:

- The clinic would operate during regular business hours, while the classrooms would be used in the evening only;
- The proposed facility is directly across the street from the CBC owned property that formerly housed the STEM high school program, but is presently vacant. This site could be used to provide overflow parking if needed for at least an interim period until a new use is found for the vacant facility;
- The site is located near the bus transit center. A significant number of CBC students use the bus system for transit;
- The site is located within the CBD zone, which allows for a 25% reduction in the amount of off-street parking required based on the availability of on-street or public parking within 600 feet of the site. There is currently parking available on both Northgate Drive and Mansfield Street that would reduce the parking requirement of the facility by approximately 30 spaces.

In summary, my determination is that the Health Science Center II facility meets the City's parking standard for the reasons outlined above and would not be dependent upon the .5 acre lot at 951 Mansfield to meet its parking requirements under City code.

Sincerely,

Rick Simon,
Development Services Manager



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 174-15, Approval of Sale of Surplus Equipment

Department:

Administrative Services

Ordinance/Resolution Number:

174-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 174-15, declaring the items in the attached list as surplus and authorize staff to dispose of the equipment and items in a manner most advantageous to the City.

Summary:

From time to time as vehicles, equipment, and other personal property of the City reach the end of their useful lives, the property is removed from service and disposed of according to the RMC Chapter 3.08 Disposition of City Owned Personal Property. Chapter 3.08 requires Council approval for items with an estimated salvage value of over \$5,000 or if the items were purchased for use in a utility.

The listed equipment and items in the resolution have been determined to be excess to the City's needs.

Fiscal Impact:

Yes

Proceeds from the sale of these surplus items will be deposited into the appropriate Fund that the equipment originated from. In the case of fleet equipment, the proceeds will be deposited into the Equipment Replacement Fund.

Attachments:

1. Resolution No. 174-15
2. Attachment to Resolution No. 174-15

RESOLUTION NO. 174-15

A RESOLUTION of the City of Richland declaring certain vehicles and equipment surplus to the City's needs.

WHEREAS, the City Council, as legislative authority of the City of Richland, has determined that certain vehicles and equipment are surplus.

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

Section 1. The City Council finds and declares that certain vehicles and equipment, as listed on the attachment, are no longer needed and therefore are surplus to the City's needs.

Section 2. Staff is hereby authorized to sell or dispose of said vehicles and equipment on behalf of the City.

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 6th day of October, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Vehicle No.	Year	Est. Value	Dept. /Division	Item Description
1348	2000	\$1,500.00	FIRE	2000 FORD CROWN VIC
308	2003	\$2,100.00	POLICE	2003 FORD CROWN VIC POLICE
1371	2003	\$1,900.00	POLICE	2003 CHEVROLET IMPALA
1369	2003	\$1,900.00	POLICE	2003 CHEVROLET IMPALA
1377	2007	\$4,000.00	POLICE	2007 PONTIAC G-6, TRADED IN
2257	1994	\$1,500.00	POLICE	1994 FORD F-150 TRUCK
2344	2003	\$3,650.00	POLICE	2003 CHEVROLET TRAIL BLAZER 4X4
6567	2009	\$3,000.00	PARKS & FACILITIES	2009 JD-1445 4-WD MOWER 6 FOOT DECK
2321	2002	\$2,500.00	SW DISPOSAL	2002 CHEVROLET BLAZER 4X4
3231	2002	\$4,500.00	PARKS & FACILITIES	2002 ISUZU REAR LOADER REFUSE TRUCK
2368	2008	\$5,000.00	POLICE	2008 CHEVROLET TAHOE 4X2

Vehicle No.	Year	Est. Value	Division	Item Description
2369	2008	\$5,000.00	POLICE	2008 CHEVROLET TAHOE 4X2
6542	2001	\$3,000.00	POWER OPS	2001 THEIRMAN TIRGER MINI DERRICK
3171	1994	\$15,000.00	POWER OPS	1994 IH 4900 BUCKET TRUCK
6528	1999	\$800.00	SW DISPOSAL	1999 KUBOTA F3226 MOWER W/6 FT DECK
2289	1998	\$1,500.00	SEWER MAINT	1998 CHEVROLET BLAZER 4X4
	2005	\$5,000.00	WATER	CL2 SCRUBBER PURAFIL
	2005	\$500.00	WATER	CL2 SCALES 8-WIZZARD 4000 LOAD CELLS, 2-WIZZARD 4000 CONTROL PANELS
		\$2,000.00	POWER OPS	18 KW KOHLER GENERATOR, LP
		\$100.00	SEWER MAINT	ONAN GENARATOR MODEL #7.5 HDKAT41934K
		\$100.00	EQUIPMENT MAINT.	BLACK HAWK MOBILE CRANE MODEL #3000
		\$100.00	EQUIPMENT MAINT.	LEMPCO MOBILE CRANE

Vehicle No.	Year	Est. Value	Division	Item Description
		\$300.00	PARKS & FACILITIES	JOHN DEERE PTO FLAIL MOWER MODEL #390
		\$100.00	PUBLIC WORKS	FABRICATED-CYLINDER CHLORINE RACK FOR BACK OF PICK-UP BED. HOLDS CYLINDERS
	1978	\$100.00	ELECTRICAL METER SHOP	75 KVA PADMOUNT TRANSFORMER-WEST-GREEN
	1972	\$100.00	ELECTRICAL METER SHOP	75 KVA PADMOUNT TRANSFORMER-WEST-GREEN
	1970	\$250.00	ELECTRICAL METER SHOP	75 KVA PADMOUNT TRANSFORMER-WEST-GREEN
	1973	\$75.00	ELECTRICAL METER SHOP	50 KVA PADMOUNT TRANSFORMER-WEST-GREEN
	1982	\$75.00	ELECTRICAL METER SHOP	50 KVA PADMOUNT TRANSFORMER-COPPER-GREEN
	1972	\$250.00	ELECTRICAL METER SHOP	750 KVA PADMOUNT TRANSFORMER-RTE-GREEN
	1969	\$175.00	ELECTRICAL METER SHOP	500 KVA PADMOUNT TRANSFORMER-GE-GREEN
		\$50.00	ELECTRICAL METER SHOP	25 KVA - NO NAME PLATE - POLE TOP TRANSFORMER-GRAY
	1987	\$75.00	ELECTRICAL METER SHOP	50 KVA POLE TOP TRANSFORMER-RTE-GRAY

Vehicle No.	Year	Est. Value	Division	Item Description
	1983	\$75.00	ELECTRICAL METER SHOP	50 KVA POLE TOP TRANSFORMER- RTE-GRAY
	1976	\$25.00	ELECTRICAL METER SHOP	5 KVA POLE TOP TRANSFORMER- WAGNER-GRAY
	1989	\$100.00	ELECTRICAL METER SHOP	50 KVA PADMOUNT TRANSFORMER- WEST-GRAY
	1965	\$3,000.00	ELECTRICAL METER SHOP	1000 KVA DELTA-DELTA BLACK PADMOUNT TRANSFORMER
		\$5,000.00	ELECTRICAL METER SHOP	QTY.3, SECTION 80 FOOT STEEL SWITCH POLE WITH ASSOCIATED INSULATORS AND SWITCH PARTS
		\$273.00	ELECTRICAL METER SHOP	QTY. 91 EACH, MULTIPLE RATIO CURRENT TRANSFORMERS (CT'S) DEVICES ARE NO LONGER USED IN THE CITY'S ELECTRIC SYSTEM
		\$34,951.00	POWER OPS	APPROX. 19,417 POUNDS, USED, UNJACKETED WIRE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 178-15, Appointment to the Americans with Disabilities Act Citizens Advisory Committee: Katherine Ostrom

Department:
City Attorney

Ordinance/Resolution Number:
178-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 178-15, appointing Katherine Ostrom to the Americans with Disabilities Act Citizens Advisory Committee to Position No. 3.

Summary:

The term for Position No. 3, on Americans with Disabilities Act (ADA) Citizens Advisory Committee, previously held by Samantha Scott, expired September 30, 2015.

ADA Citizens Advisory Committee Chair Bowman and City Attorney Kintzley are recommending the appointment of Katherine Ostrom. The term for the appointment is until September 30, 2018.

Candidates Kaila Epperly and Steve Lorence were also considered for appointment.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution
2. Recommendation and Application

RESOLUTION NO. 178-15

A RESOLUTION of the City of Richland confirming the appointment of Katherine Ostrom to the Americans with Disabilities Act (ADA) Citizens Review Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following reappointment and appointment to the ADA Citizens Review Committee are hereby confirmed.

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Katherine Ostrom	3	9/30/2018

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 6th day of October 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Fulton, Toni
Sent: Thursday, September 17, 2015 10:46 AM
To: Barham, Debby
Subject: FW: ADA COMMITTEE MEMBER APPLICANT INTERVIEWS

From: rbcrown@frontier.com [mailto:rbcrown@frontier.com]
Sent: Wednesday, September 16, 2015 7:30 PM
To: Fulton, Toni <tfulton@ci.richland.wa.us>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>
Subject: Re: ADA COMMITTEE MEMBER APPLICANT INTERVIEWS

Toni,

The candidate we have chosen for the ADA Review Committee vacancy is Katherine Ostrom. If you have any questions, please call me at 375-0711.

Thanks, Roger

On Tuesday, September 15, 2015 1:11 PM, "Fulton, Toni" <tfulton@ci.richland.wa.us> wrote:

Three (3) applicants are scheduled to be interviewed, beginning at 2:30 p.m

Steve Lorence - 2:30
Kaila Epperly - 3:00
Katherine Ostrom - 3:30

RECEIVED

AUG 14 2015

RICHLAND CITY CLERK

Board Commission or Committee Application

Select the Board,
Commission or
Committee applying for:

Americans with Disabilities Act Citizen Review Committee

Personal Information

First Name	Katherine
Last Name	Ostrom
Street Address	264 Scouler Ct
City	Richland
State	WA
Zip	99352
Length of Residency in the City of Richland	3 years -3 months
Email:	<u>ostkat@yahoo.com</u>
Contact Phone:	509-366-1862
Alternate Phone:	509-734-5543
Occupation:	Dial-A-Ride Manager
Education:	See Resume
Experience Applicable to the City Board, Commission or Committee to which you are applying	I have been working with people with disabilities for over 23 years.
Are you currently serving on a Board, Commission or Committee	Yes
If yes, which one/s?	Dial-A-Ride Subcommittee for Ben Franklin Transit

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RICHMOND CITY CLERK

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

Yes

If yes, which one/s?

Columbia Basin Veterans Coalition

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.

I accept

A resume is required to complete the application.

[kro.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

Katherine R. Ostrom
264 Scouler Ct
Richland, WA 99352
ostkat@yahoo.com
509-366-1862

Experience Summary:

Over 23 years of management experience working to provide equal access to people with disabilities while focusing on ADA compliance and advocacy.

Employment History:

Mar 08-Present	Dial-A-Ride Manager Ben Franklin Transit 1000 Columbia Park Trail Richland, WA 99352
Sept 03 – Mar 08	Project Manager, City of Bend Oregon Paratransit Services 575 NE 15 th Street Bend, OR 97701
Sept 01 – Sept 03	Transportation Program Manager State of Washington, Department of Social Health Services P.O. Box 45534 Olympia, WA 98504-5534
Aug 98 – Sept 01 Jun 92 – Aug 97	Brokerage Manager, Medicaid Transportation Paratransit Services 4810 Auto Center Way, Suite Z Bremerton, WA 98312
Aug 97- Aug 98	Call Center Manager MSC/Hopelink 14812 Main Street Bellevue, WA 98007

Education:

Certified Community Transportation Manager (CCTM)
Chaparral College Tucson, AZ
7 Habits of Highly Effective People Training
Classes in Leadership, Management, ADA Eligibility, ADA Transportation, Transportation Management, Human Resources and Labor Relations

References upon request



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 179-15, Expressing Appreciation to Samantha Scott for Service on the Americans with Disabilities Act Citizens Advisory Committee

Department:

City Attorney

Ordinance/Resolution Number:

179-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 179-15, expressing appreciation to Samantha Scott for her service on the Americans with Disabilities Act Citizens Advisory Committee.

Summary:

Samantha Scott was appointed to the Americans with Disabilities Act Citizens Advisory Committee December 2012 and served until her term expired on September 30, 2015.

Fiscal Impact:

None.

Attachments:

I. Proposed Resolution

RESOLUTION NO. 179-15

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Samantha Scott for the service she rendered to the City as a member of the Americans with Disabilities Act Citizens Review Committee.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Samantha Scott, their appreciation for the service she rendered to the City during her tenure as a member of the Americans with Disabilities Act Citizens Review Committee.

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 6th day of October 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 180-15, Appointments to the Utility Advisory Committee: Roy Keck and Charles Lo Presti

Department:
City Attorney

Ordinance/Resolution Number:
180-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 180-15, reappointing Roy Keck and appointing Charles Lo Presti to the Utility Advisory Committee.

Summary:

The term for Position Nos. 2 and 6 on the Utility Advisory Committee (UAC) expired September 30, 2015.

UAC Chair Larkin, UAC Vice Chair Dagle and Council Liaison Lemley are recommending the reappointment of Roy Keck to Position No. 2 and the appointment of Charles Lo Presti to Position No. 6. The term for the two positions will expire September 30, 2018.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution
2. Recommendation and Applications

RESOLUTION NO. 180-15

A RESOLUTION of the City of Richland confirming the position reappointment of Roy Keck and appointment of Charles Lo Presti to the Utility Advisory Committee.

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

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Roy Keck	2	9/30/18
Charles Lo Presti	6	9/30/18

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

ADOPTED by the City Council of the City of Richland, at a regular meeting on the 6th day of October 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER D. KINTZLEY
City Attorney

Barham, Debby

From: Dave Larkin <dllarkin@charter.net>
Sent: Friday, August 21, 2015 9:19 AM
To: Barham, Debby
Cc: Hammond, Robert; 'Larkin, Dave'; Lemley, Phillip; 'Dagle, Jeffery E'; Kintzley, Heather; Carpenter, Jackie
Subject: UAC APPOINTMENT RECOMMENDATIONS

Follow Up Flag: Follow up
Flag Status: Completed

Debby,

The terms of two Utility Advisory Committee members will expire on September 30, 2015. The two positions are No. 2, currently held by Roy Keck, and Position No. 6, currently held by Hank Kosmata. The City of Richland advertised for applicants for these two positions and received three responses.

A subcommittee of Dave Larkin, UAC Chair, Jeff Dagle, UAC Vice Chair, and Council Liaison Phillip Lemley was formed to review the applications, interview applicants, and make recommendations to the Council. The subcommittee met on August 20, 2015, interviewed the new candidate and concluded that he meets the qualifications for appointment to the UAC.

Following discussion the UAC recommends the following appointments to Council:

- For the Position No. 2 we recommend the reappointment of Roy Keck for a three-year term.
- For Position No. 6 there was only one candidate who was eligible for appointment, and finding him qualified to serve, we recommend the appointment of Charles Lo Presti.

Dave Larkin, Chair UAC



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APPLICATION FORM

BOARD ~ COMMISSION ~ COMMITTEE

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: UTILITY ADVISORY COMMITTEENAME: ROY D. KECK Contact Telephone: 509-947-5325ADDRESS: 41 COLUMBIA PT. DR. Alternate Telephone: 509-943-6133CITY, STATE, ZIP: RICHLAND WA. 99352 E-mail: ROYKECK@CHARTER.NET

Arts Commission or Parks & Recreation Commission Applicants Only: → Adult: _____ Youth / Grade: _____

LENGTH OF RESIDENCE IN RICHLAND: 45 YEARS & 18 YEARS IN WEST RICHLANDOCCUPATIONAL AND EDUCATIONAL BACKGROUND: 8 YEARS PORT COMMISSIONER,
37 YEARS NUCLEAR PROJECT MANAGEMENT AND FINANCIAL
PLANNING (SEE ATTACHED COMMISSIONER BIO)

EXPERIENCE RELATED TO THE BOARD/COMMISSION/COMMITTEE, WHICH YOU ARE APPLYING FOR:

ENERGY NORTHWEST & REGIONAL LOAD & RESOURCE PLANNING
(SEE ATTACHED PROFILE)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)UTILITY ADVISORY COMMITTEE

HAVE YOU SERVED ON A BOARD, COMMISSION, OR COMMITTEE BEFORE? IF YES, WHICH: _____

ECONOMIC DEVELOPMENT COMMITTEE FOR 12 YEARSARE 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: [Signature]

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

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11/12

Roy D. Keck

Roy Keck was first elected to the Port of Benton Board of Commission in 2007 and reelected in 2013 through 2019.

Roy is a native of Richland and attended Columbia Basin College, Washington State University-Tri-Cities and is a Leadership Tri-Cities graduate. He is a retired Project Manager from Energy Northwest after 35 years in the nuclear power plant industry.

Roy and his wife, Becky, have four adult children and eight grandchildren, all residing in the Tri-Cities along with his parents.

Roy is a community minded public servant and an active member of TRIDEC, the Richland Rotary, Richland Utility Advisory Committee, Richland Economic Development Committee, Richland Chamber of Commerce and Richland Yacht Club.

Roy is an avid gear head (car, boat, motorcycle guy) and founder of the twenty-two year old Tri-Cities Cool Desert Night car show event.

After his retirement he and his son built and operate a custom hot rod fabrication shop with adjacent commercial property at the Richland Airport.

Roy looks forward to the opportunities to advocate for future regional investment in energy, related infrastructure and jobs.

ROY D. KECK

411 Columbia Point Drive
Richland, WA 99352

Home: (509) 943-6133
Cell: (509) 947-5325

rdkeck@verizon.net

PROFILE

Organized, efficient **Project Manager/Finance Professional** with extensive experience in estimating, contracting, and budget aspects of large public projects. Strengths include:

- Planning
- Management
- Leadership
- Problem solving
- Vision
- Analysis
- Negotiation
- Oral and written presentation

Gets to core of situations quickly and crisply. Critiques programs in logical, objective way. Organizes products, processes, and people to achieve goals. Demonstrated proficiency in negotiating complex transactions and agreements among multiple public and private stakeholders. Strong community connections. Earned reputation for getting things done.

PROFESSIONAL EXPERIENCE

ENERGY NORTHWEST, RICHLAND WA

1977 – 2007

Public agency for construction and operation of regional electrical generation projects.

Senior Business and Financial Analyst, 1999 – 2007

Managed financial planning and administration for four partially completed WNP-1/4 and WNP-3/5 nuclear power plants and Hanford Generating Project.

- Prepared WNP-1 construction restart, completion, and site restoration estimates and plans, providing solid basis for regional decision to terminate facility.
- Prepared business plans and developed pro formas for multiple business initiatives, providing solid foundations for effective resource allocation and management decision-making.
- Developed facilities master plan for 900,000 sq. ft. of office and shop facilities, providing mechanism for establishing maintenance priorities and preparing annual budgets.
- Directed WNP-1/4 site multi-discipline operations and maintenance crew and supervised Columbia Generation Station industrial area maintenance crew, significantly raising morale, crew task ownership, and quality of work outcomes.
- Prepared termination and site restoration plan for WNP-1/4, obtaining agreement from Bonneville Power Administration, Washington State Energy Facilities Site Evaluation Council, US Dept. of Energy, and Energy Northwest.

Senior Project Manager, 1995 – 1999

Performed strategic analysis and planning for WNP-1/4 and WNP-3/5 partially completed nuclear power facilities; negotiated agreements among multiple stakeholders for disposition of assets.

- Developed and executed transfer of WNP-3/5 projects to Grays Harbor County, successfully completing three year process with full assent from multiple stakeholders (both public and private).

- Oversaw all financial planning, analysis, and reporting for the WNP-3/5 (Satsop), WNP-1/4 (Hanford), and Hanford Generating Project, supporting effective decision-making and resource management on \$800 million annual budgets.
- Prepared annual budgets for four WNP-1/4 and WNP-3/5 nuclear power plants, and Hanford Generating Project consistently gaining approval from company senior management, board of directors, executive board, and Bonneville Power Administration.
- Negotiated with Benton County and Port of Benton agreement and plans for WNP-1/4 site redevelopment, restoration and remediation.

Project Controller, 1987 – 1995

Performed budgeting, financial analysis, long-range planning, and developed reporting systems and processes.

- Managed finances for all maintenance programs for mothballed power plants, WNP-1/4, WNP-3/5, and HGP, fulfilling all statutory requirements.
- Provided financial data support for complex litigation following on WNP-4/5 bond default, resolving all outstanding claims and successfully reentering bond market.
- Provided company input to Northwest Power Planning Council, presenting data on operating programs, construction cost, plant capacities, and risk analysis to support effective executive decision making.

Senior Budget Specialist, 1982 – 1986

Contract Const and Pricing Management Specialist, 1981

Lead Estimator, 1977 – 1981

ADDITIONAL ACCOMPLISHMENTS

- Chaired economic development committee that managed planning and development of Columbia Point in Richland laying foundation for \$220 million in development.
- Project manager for development of Richland Yacht Club new \$2 million, 120 slip marina and clubhouse.

EDUCATION AND TRAINING

Associate Degree in Applied Science, Columbia Basin College

Manager Certification, NMA-ICPM

Project Management Certification, Washington State University, Tri-Cities

COMMUNITY ACTIVITIES

Richland Rotary, Centennial Project Manager/Member, 2004 - present

Richland Utility Advisory Board, Board Member, 2001 – present

Leadership Tri-Cities (Class 4), Board Member/Treasurer, 1994 – present

Richland Yacht Club, Construction Project Manager/Treasurer, 1993 – 2005

Richland Economic Development Board, Board Member/Chairman, 1994 – 2004

Richland Chamber of Commerce (RCOC), Board Member, 2001 – 2004

RCOC, Economic Development Committee, Board Member/Chairman 2001 – 2004

Workforce Development Council, Employer Linkage Committee Member, 2000 – 2004



APPLICATION FORM

BOARD ~ COMMISSION ~ COMMITTEE

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RICHLAND CITY CLERK

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: Utility Advisory Commission
NAME: Charles Arthur LoPresti Contact Telephone: 509-946-0926 h
ADDRESS: 1626 Davison Ave. Alternate Telephone: 509-460-3312 c
CITY, STATE, ZIP: Richland WA 99354 E-mail: cllopresti@owt.com
Arts Commission or Parks & Recreation Commission Applicants Only: → Adult: _____ Youth / Grade: _____ N/A
LENGTH OF RESIDENCE IN RICHLAND: 35 years, 6 months
OCCUPATIONAL AND EDUCATIONAL BACKGROUND: Research scientist at PNNL, retired
in 2012. See résumé.

EXPERIENCE RELATED TO THE BOARD/COMMISSION/COMMITTEE, WHICH YOU ARE APPLYING FOR:

Denver Water Board, 1971, computer operator.
Smart grid project, 2012, PNNL.

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)

No

HAVE YOU SERVED ON A BOARD, COMMISSION, OR COMMITTEE BEFORE? IF YES, WHICH:

Richland Ecology Commission, reporting to the Richland Planning
Commission, 1982-1984

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: Aug 10, 2015 Signature: Charles A. LoPresti

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

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APPLICANT INFORMATION

MEMPHIS - COMMISSION



MEMPHIS, TENNESSEE
OFFICE OF THE CITY CLERK
100 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38102
TELEPHONE 525-1234
FAX 525-1234
HOURS: 9:00 AM - 5:00 PM
MONDAY - FRIDAY
SATURDAY 10:00 AM - 12:00 PM
SUNDAY 12:00 PM - 4:00 PM

MEMPHIS, TENNESSEE
OFFICE OF THE CITY CLERK
100 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38102
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MEMPHIS, TENNESSEE 38102
TELEPHONE 525-1234
FAX 525-1234
HOURS: 9:00 AM - 5:00 PM
MONDAY - FRIDAY
SATURDAY 10:00 AM - 12:00 PM
SUNDAY 12:00 PM - 4:00 PM

Charles Arthur Lo Presti
1626 Davison Ave., Richland WA 99354
Ph: 509-946-0926, e-mail: lopresti@owt.com

Employment

Senior Research Scientist / Statistician (retired) at PNNL 1980-2012. Supporting scientific research projects in environmental and national security application fields as a statistician, software developer, and technical lead. Projects included environmental impact statements, groundwater modeling, and Hanford Tank Waste. Utility Commission-pertinent: briefly worked on a smart grid project concerned with grid security.

Scientific Programmer at Colorado State University, Fort Collins, Colorado, 1971-1980.

Exploration Geophysicist, Pan American Petroleum, Ft. Worth, Texas, 1969-70.

Computer Operator, Denver Water Board, Denver Colorado, summer job 1971.

Education

M.S. Public Health, Tulane University School of Public Health and Tropical Medicine. 1998.

M.S. Organization Development, Central Washington University, Ellensburg, Washington, 1991.

B.S. Physics, University of Texas at Arlington, 1969. Minors in Mathematics and Geology. Student activities include Council for Leadership Advancement and Traffic Court Chief Judge.

Selected Community Activities

Snohomish County Beach Watchers since 2013. Citizen science projects related to Puget Sound. Currently editor of the organization's Ebb Tide monthly newsletter.

Board of Directors of the Tri-Cities Dispute Resolution Center 2004-2010. Positions held include Acting President, Vice-President, and Secretary.

Certified Community Mediator since 2001, Tri-Cities Dispute Resolution Center, mediating divorce-related cases. Serving as coach and occasional presenter at TCDRC mediation trainings.

Board of Directors of the Benton-Franklin Humane Society 1998-2004. Positions held include Treasurer and Secretary.

Battelle Film Club member since 1984. President 1990-1993. Currently serving as Treasurer.

Member, City of Richland Ecology Commission, 1982-1984. Chairperson 1983-84. Issues and Projects included Columbia Point Planning and Environmental Standards.

Mid-Columbia Regional Science Fair, 1981-1985. Financial and Special Awards Chairman.

Active in Richland Riverside Rotary Club 2010-2012. Treasurer 2011-2102.

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 181-15, Reappointment to the Tri-Cities Regional Public Facilities District Board: Councilmember Kent

Department:
City Manager

Ordinance/Resolution Number:
181-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 181-15, confirming the reappointment of Sandra Kent to the Tri-Cities Regional Public Facilities District Board of Directors.

Summary:

On August 3, 2010, Council adopted Resolution No. 45-10, authorizing an Interlocal Agreement for the creation of the Tri-Cities Regional Public Facilities District (TCRPFD) with the Cities of Kennewick and Pasco.

As detailed in the Interlocal Agreement, the TCRPFD Board of Directors shall consist of nine members, three from each City, selected and appointed by the respective City Councils. Members shall be either a councilmember or a member of the governing board of the Public Facilities District of the respective City.

Councilmember Sandra Kent's position on the TCRPFD expired on October 1, 2015. The Council Assignments Committee is recommending the reappointment of Sandra Kent to serve another three years or until October 1, 2018.

The Council Assignments Committee is also recommending the TCRPFD position vacated by Gregory Jones in August 2015 remain open until after the first of the year when two-year assignments are provided to new councilmembers.

Fiscal Impact:

None.

Attachments:

I. Proposed Resolution

RESOLUTION NO. 181-15

A RESOLUTION of the City of Richland confirming a reappointment to the Tri-Cities Regional Public Facilities District.

BE IT RESOLVED by the City Council of the City of Richland that the following reappointment to the Tri-Cities Regional Public Facilities District is hereby confirmed:

<u>TITLE</u>	<u>NAME</u>	<u>TERM ENDING</u>
Council Member	Sandra Kent	10/1/2018

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 6th day of October 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 182-15, Accepting a \$300,000 Grant from the Washington State Recreation and Conservation Office (RCO) and Authorizing Execution of Agreement with RCO

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

182-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 182-15, accepting a \$300,000 grant from the Washington State Recreation and Conservation Office and authorizing the City Manager to sign and execute an agreement with RCO.

Summary:

On May 6, 2014, Council adopted Resolution No. 62-14 authorizing the City Manager to sign and execute all documents necessary to apply to the Washington State Recreation and Conservation Office (RCO) for a \$300,000 grant for construction of a stage at John Dam Plaza.

In July of 2015, staff received notification from RCO that funding for the project would be available.

Fiscal Impact:

RCO funding of \$278,380 is identified in the 2015 budget, and in the 2015 Capital Improvement Program, page 45, "John Dam Plaza Improvements". Staff will bring an Ordinance to City Council in November to appropriate the additional \$21,620 awarded by RCO.

Attachments:

1. Resolution No 182-15 RCO Grant Acceptance
2. RCO Agreement

RESOLUTION NO. 182-15

A RESOLUTION of the City of Richland accepting a \$300,000 grant for the HAPO Community Stage from the Washington State Recreation and Conservation Office and authorizing the City Manager to sign and execute an agreement with the Recreation and Conservation Office.

WHEREAS, on May 6, 2014 City Council authorized staff to apply to the Washington State Recreation and Conservation Office (RCO) for a grant for the stage in John Dam Plaza; and

WHEREAS, in July 2015 the City was notified by RCO that the grant request would be funded; and

WHEREAS, on September 18, the City received the contract from RCO; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland accepts a grant in the amount of \$300,000 and authorizes the City Manager to sign and execute an agreement with the Washington State Recreation and Conservation Office.

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 6th day of October, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

RCO Project Agreement For Office Administered Programs

Project Sponsor: Richland Parks & Recreation Department

Project Number: 14-1449D

Project Title: John Dam Plaza Amphitheater

Approval Date: 7/10/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Richland by and through the Richland Parks & Recreation Department (sponsor), PO Box 190, Richland, WA 99352 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account and ORA of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Richland will use this grant for the renovation of a portion of John Dam Plaza which is centrally located in the downtown business district of Richland and has served as the city's Town Square for community gatherings since the 1940's. This project will allow the City to renovate a flat grassy area of the park into a stage for the purpose of serving performances that are currently taking place elsewhere. The primary recreation being served for this project is community gathering and performances. This will be created by the development of a new outdoor amphitheater to include a 1,200 square foot covered stage along with a bowl-shaped grassed seating area that will accommodate approximately 2,000 spectators. Power pedestals, pathways and utilities will be provided to support the new amphitheater.

D. PERIOD OF PERFORMANCE

The period of performance begins on July 10, 2015 (project start date) and ends on July 31, 2017 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award for this project shall not exceed \$300,000.00. RCO shall not pay any amount beyond that approved for grant funding of the project and within the RCO's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - RRG Local Parks	50.00%	\$300,000.00	State
Project Sponsor	50.00%	\$300,000.00	
Total Project Cost	100.00%	\$600,000.00	

G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Dave Bryant
Title: Parks & Recreation Planner
Address: 500 Amon Park Dr
Richland, WA 99352
Email: dbryant@ci.richland.wa.us

Office

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 14-1449D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Richland Parks & Recreation Department

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ /s/ _____

Assistant Attorney General

Date: _____ August 26, 2015

Standard Terms and Conditions of the Project Agreement

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SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or Project Agreement - The document entitled "Project Agreement" accepted by all Parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

applicant - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds.

application - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

C.F.R. - Code of Federal Regulations

contractor - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

development project - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director - The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

equipment - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

indirect cost - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

landowner agreement - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

maintenance project - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

maintenance and operation project - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

match or matching share - The portion of the total project cost provided by the sponsor.

milestone - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

pass-through entity - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, the RCO is the pass-through or is acting as the pass-through entity on behalf of another state agency as identified in Section A: Parties to the Agreement.

period of performance - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

planning project - A project that results in an assessment, inventory, study, plan, project designs, constructions plans and specifications or permits.

pre-agreement cost - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that administers the grant under this Agreement .

reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding Amount.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 29: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the RCO undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The RCO undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from an alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or

any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or 28B.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and the RCO policies regardless of whether the sponsor is a public or non-public organization.

Pursuant to RCW 43.21C.0382, all of RCO's activities and programs are exempt from threshold determinations and environmental impact statement requirements.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall not discriminate against users of projects assisted with board funds on the basis of race, creed, color, sex, religion, national origin, disability, marital status, or sexual orientation and must comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the RCO. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington, which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
- C. **Archaeological and Cultural Resources.** The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The RCO requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. **Debarment and Certification.** By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. **Maintenance.** The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06. By submitting any record to the state, sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING AND COSTS

- A. **Additional Amounts.** The RCO shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the director and incorporated by written amendment into this Agreement.
- B. **Before the Agreement.** No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by RCO policy or the director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. **Requirements for Federal Subawards.** Pre-agreements costs before the federal award date in Section F: Project Funding Amount are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding Amount.

Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.

- B. **Escrow Payments.** Direct payment to an escrow account of the RCO's share of the approved cost of real property and related costs may be made following RCO approval when the sponsor indicates a temporary lack of funds to purchase the property on a reimbursement basis. Prior to release of the RCO's share into escrow, the sponsor must provide the RCO with a copy of a binding agreement between the sponsor and the seller, all required documentation, and evidence of deposit of the sponsor's share into an escrow account.
- C. **Reimbursement Request Frequency.** Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- D. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- E. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed;
 8. Fiscal transactions are complete; and
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- F. **Sources of Eligible Match.** Applicant resources used to match board funds must be eligible in the grant program. Sources of matching resources include, but are not limited to, any one or more of the following:
1. Appropriations and cash;
 2. Value of the applicant's expenses for labor, materials, and equipment;
 3. Value of donated real property, labor, services, materials, and equipment use; and
 4. Other state or federal funds.
- G. **Requirements for Federal Subawards: Match.** The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.

- H. **Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

SECTION 13. RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, an applicable report from the state auditor's office, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. **Requirements for Federal Subawards.** The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).
- D. **Deposit in State Account.** Any recovery of payments in this section will be deposited to the appropriate state account as identified in Section F: Project Funding.

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. **Income.**
1. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 2. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored if the fees are consistent with the:
 - a. Value of any service(s) furnished;
 - b. Value of any opportunities furnished; and
 - c. Prevailing range of public fees in the state for the activity involved.
- B. **Use of Income.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
1. The sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by this project;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 5. Capital expenses for similar acquisition and/or development and renovation.
- C. **Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the date for submittal of bids/proposals;
 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

- B. **Requirements for Federal Subawards.** For all Federal subawards, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

SECTION 17. TREATMENT OF EQUIPMENT

- A. **Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. **Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to the RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the RCO right to inspect and access lands acquired or developed with funding assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the RCO discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in the RCO policy or waived by the director.
- C. **Ceremonies.** The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 - 1. The fund source;
 - 2. The percentage of the total costs of the project that is financed with federal money;
 - 3. The dollar amount of federal funds for the project; and
 - 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. **Document Review and Approval.** The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval.
- B. **Control and Tenure.** The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. **Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to RCO policy.
- B. **Evidence of Title.** The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. **Real Property Acquisition and Relocation Assistance.**
1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 2. **State Acquisition Policies.** When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, RCW 8.26, and WAC 468-100.
 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
 4. **Condemnation.** Acquisition of real property through or as a direct result of condemnation is not eligible for funding in this Agreement. Acquisition of real property must be on a willing-seller basis.
- F. **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.
- G. **Hazardous Substances.**
1. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed “clean.”
 2. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 3. **Hold Harmless.** The sponsor will defend, protect and hold harmless the RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.
- H. **Requirements for Federal Subawards.** The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

- A. **Restriction on Conversion.** The sponsor shall not at any time convert any real property (including any interest therein) acquired, or facility developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the RCO in compliance with applicable statutes, rules, and RCO policies.

It is the intent of the RCO's conversion policy, current or as amended in the future, that all real property acquired or any project facilities developed, maintained, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in Section E: On-going Obligations or as approved by the RCO.

- B. **Conversions Defined.** A conversion occurs under any of the following circumstances:
1. **Conveyance.** Interests in real property are conveyed for purposes inconsistent with the intent of the Agreement and the funding source. Interests in real property include, but are not limited to, options, rights of first refusal, conservation easements, leases, and mineral rights.
 2. **Use.** Non-eligible uses (public or private) are made of the project area or a portion of the project area,
 3. **Eligibility.** Non-eligible facilities are developed with the project area without prior approve of the RCO.
 4. **Termination of Use/Non-Conformance.** The property acquired or the project developed or restored no longer meets or conforms to the purpose of this Agreement or the funding source.
 5. **Public Access.** Closure of public access sites is for longer than 180 consecutive days.

- C. **Remedies for a Conversion.** The RCO shall only approve a conversion when the sponsor has demonstrated the following:
1. All practical alternatives to the conversion have been evaluated and rejected; and
 2. The sponsor agrees to replace the entire project area or the portion of the project area affected by the conversion and assume the obligations described in Section E: On-going Obligations on the replacement property or facilities. The replacement must:
 - (a) Be of equivalent or greater usefulness and location as the original project in this Agreement;
 - (b) Be managed by the sponsor unless otherwise approved by the RCO;
 - (c) Be eligible to receive a grant from the source of funds from which this project was originally funded, unless otherwise authorized by RCO;
 - (d) If an acquisition project, be interest in real property of at least equal market value and public benefit at the time of replacement;
 - (e) If a development, renovation, or maintenance project, provide a facility of at least equal market value and public benefit as that which existed at the time of the original investment of RCO funds; and
 - (f) If a restoration project, provide restoration activities necessary to replicate the ecological benefit intended by the project; and
 3. Publish a notice of the proposed conversion and replacement and provide the public an opportunity to comment;
- D. **Change of Use.** When approved by RCO, certain activities within the eligible scope activities of this project may be removed from this Agreement without invoking a conversion. Removing activities is allowed when the RCO determines that the activities are not needed or cannot be retained due to one or more of the following conditions:
1. Obsolescence,
 2. Extraordinary vandalism,
 3. Acts of nature,
 4. Designed useful service life expectancy reached,
 5. Fire,
 6. Property or property rights lost as a result of legal action, or
 7. National Trails System Act reversion order.
- E. **Documentation.** Any conversion or change of use will be documented through a formal written amendment to this Agreement and signed by RCO and the sponsor.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the RCO funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution, the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

- F. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. **Procurement of Recovered Materials.** A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. **Required Insurance.** The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. **Debarment and Suspension (Executive Orders 12549 and 12689).** The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. **Cost Principles.** The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. **Audit Requirements.** The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding Amount.
3. **Hotel-Motel Fire Safety Act.** Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. **Recycled Paper**
 - a. **Institutions of Higher Education Hospitals and Non-Profit Organizations.** In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
 - b. **State Agencies and Political Subdivisions.** In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. **State and Local Institutions of Higher Education and Non-Profit Organizations.** In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

- d. **State Tribal and Local Government Recipients.** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. **Lobbying.** The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. **Part 30 Recipients.** All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. **Lobbying and Litigation.** The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. **Suspension and Debarment.** The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

7. **Drug-Free Workplace Certification.** The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.

- a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
- b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R. Part 1536 at <http://ecfr.gpoaccess.gov>.

8. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. **Reimbursement Limitation.** If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. **Trafficking in Persons.** The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. **DUNS and CCR Requirements.** Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the Central Contractor Registry (CCR) until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.

The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

12. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.
13. **Disadvantaged Business Enterprise Requirements, General Compliance.** The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
14. **Sub-Awards.** If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
 - a. Establish all sub-award agreements in writing;
 - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
15. **Federal Employees.** No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
16. **Fly America Act.** The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
17. **Recovered Materials.** The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
18. **Copeland "Anti-Kickback" Act.** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
19. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

20. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
21. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
22. **FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions.** This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. **Semi-Annual Financial and Ecosystem Accounting Tracking System (FEATS) Performance Reports.** The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - (a) Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - (b) The reasons for slippages if established outputs/outcomes were not met; AND
 - (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 calendar days after the end of each reporting period.

2. **Final Performance Report.** In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. **Recognition of EPA Funding.** Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT [EPA agreement number] TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. **Copyrighted Material.** EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. **Peer Review.** The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator: Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 29. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. The RCO policies and procedures.

SECTION 30. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 31. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 32. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 33. SPECIFIC PERFORMANCE

The RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 34. TERMINATION

The RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all the RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

- A. **For Cause.** The director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 35. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the Parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the director.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the Parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The Parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of an affected Party to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the Parties.

SECTION 36. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 37. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise, venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 38. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the RCO (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those Parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the Parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the Parties. Any money judgment or award against a Tribe, tribal officers, employees, and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F: Project Funding Amount of the Agreement in order to satisfy the judgment.

- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the Parties. In any enforcement action, the Parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 39. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: Richland Parks & Recreation Department
Project Title: John Dam Plaza Amphitheater
Program: RRG Local Parks

Project Number: 14-1449
Project Type: Development
Approval: 7/10/2015

Project Metrics

Sites Improved

Project acres developed:	0.00
Project acres renovated:	1.00

Development Metrics

Worksite #1, John Dam Plaza

Buildings and Structures

Construct amphitheater/stage

Number of amphitheaters:	1 new, 0 renovated
Number of amphitheater stages:	1 new, 0 renovated
Select the amphitheater seating type:	Sloped lawn area

General Site Improvements

Develop paths/walkways

Select the surface of the path/walkway:	Concrete
Linear feet of path/walkway:	600
Walkway lighting provided (yes/no):	Yes
Number of walkway bridges:	0 new, 0 renovated

Install lighting (general security)

Number of general security lights installed:	5
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Install site furnishings

Landscaping improvements

Acres of landscaped area :	0.81
Select the landscape features:	Boulders, Grass/turf, Groundcover, Irrigation, Planters, Trees/shrubs

Parking and Roads

Parking development

Number of vehicle parking stalls:	0 new, 26 renovated
Number of vehicle with trailer parking stalls:	0 new, 0 renovated
Number of accessible parking stalls:	
Vehicle with trailers	0
Vehicle	3
Select the parking surfaces :	Asphalt
Select the parking enhancements:	Catch basins, Curbs, Striping

Site Preparation

General site preparation

Utilities

Install power utilities

Select the power utilities:	General service connection, Transformers/panels
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Install stormwater system

Select the stormwater utilities:	Bio filtration swale
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Install water system

Select the water utilities:	Water line
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Cultural Resources

Cultural resources

Eligible Scope Activities

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 14-1449 D
Project Name: John Dam Plaza Amphitheater
Sponsor: Richland Parks & Rec

X	!	Milestone	Target Date	Comments/Description
X		Design Initiated	04/01/2015	
X		60% Plans to RCO	07/01/2015	
X		All Bid Docs/Plans to RCO	07/06/2015	
X		Project Start	07/10/2015	
X		Bid Awarded/Contractor Hired	07/21/2015	
X		Applied for Permits	07/31/2015	
X	!	Cultural Resources Complete	08/27/2015	RCO has completed cultural resources consultation with Native American tribes and the Department of Archaeology and Historic Preservation. No further cultural resource investigation is required at this time. DAHP Log No: 072015-14-RCFB
X		SEPA/NEPA Completed	09/02/2015	
	!	Construction Started	09/15/2015	
	!	Progress Report Submitted	12/15/2015	
		RCO Interim Inspection	06/30/2016	
		50% Construction Complete	06/30/2016	
	!	Annual Project Billing	07/31/2016	
	!	Progress Report Submitted	07/31/2016	
	!	Progress Report Submitted	12/15/2016	
		90% Construction Complete	03/31/2017	
		Funding Acknowl Sign Posted	03/31/2017	
		RCO Final Inspection	03/31/2017	
		Construction Complete	06/30/2017	
	!	Agreement End Date	07/31/2017	
		Final Billing to RCO	09/30/2017	
		Final Report in PRISM	09/30/2017	

X = Milestone Complete

! = Critical Milestone



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 183-15, Authorizing Execution of an Easement for Pipeline Right-of-Way from United States Army Corps of Engineers

Department:
Public Works

Ordinance/Resolution Number:
183-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 183-15, authorizing the City Manager to sign and execute a temporary easement for pipeline right-of-way from the United States Corp of Engineers.

Summary:

The U.S. Department of the Army (Army) granted the City a sewer pipeline easement in 1971 for a pipeline carrying sewage from the vicinity of Leslie Road and Columbia Park Trail to the sewer treatment facility located near the current intersection of George Washington Way and Columbia Point Drive. The pipeline is no longer in service, but remains buried within the easement. The 1971 easement expired in 2011, after which the Army asked the City about its need to renew the easement. Since the City has no current operational need for the easement staff initially proposed allowing the expiration to stand.

The Army requested that the City implement the site restoration provision of the original easement by removing the pipeline. The City objected to this requirement and provided a technical evaluation supporting the preferred end state of abandoning the pipeline in place. The City's recommended approach was rejected by the Army. The proposed replacement easement is a compromise solution.

The proposed replacement easement allows the City to maintain the pipeline in place for the next twenty-five (25) years and to apply for additional replacement easements for a period beyond that time. Staff recommends approval of this proposed easement.

Fiscal Impact:
Yes

The cost to acquire this easement was set by the Army at \$4,600. There is currently \$10,453.55 available in Sewer Administration Expert Services to cover these easement agreement costs.

Attachments:

1. Res. No. 183-15 Pipeline Easement
2. Dept of Army Easement Agreement

RESOLUTION NO. 183-15

A RESOLUTION of the City of Richland authorizing the execution of a sewer pipeline right of way easement with the Department of the Army.

WHEREAS, the Department of the Army granted the City of Richland a sewer pipeline right-of-way easement in December, 1971 for a pipeline used to pump sewage from the vicinity of Leslie Road and Columbia Park Trail to the previous wastewater treatment facility near George Washington Way and I-182; and

WHEREAS, the City replaced this pipeline with other facilities in conjunction with building and opening the current wastewater treatment facility on Lacy Road, thus the pipeline and associated easement are no longer in active use; and

WHEREAS, the 1971 easement remained in effect until its expiration in December, 2011; and

WHEREAS, a provision of the 1971 easement required restoration of the property to its previous condition at the expiration of the easement period. U.S. Army Corps of Engineers staff interpreted the restoration provision as requiring removal of the pipeline, an interpretation City staff disputed as extremely costly and of little environmental benefit; and

WHEREAS, U.S. Army Corps of Engineers and City staff crafted the proposed pipeline right-of-way easement to resolve, for the time being, the disputed interpretation and allow the pipeline to remain in place at a minor cost; and

WHEREAS, the proposed pipeline right-of-way easement includes a similar property restoration provision as the 1971 easement and a provision allowing the City to apply for a renewal or replacement of the easement for another time extension; and

WHEREAS, with the above provisions, staff believes the proposed easement provides the City with a property right that allows future consideration of the preferred end state of the easement and recommends Council approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to Sign and execute the proposed Department of the Army Easement for Pipeline Right of Way No. DACW68-2-16-XX.

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 6th day of October, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

NO.DACW68-2-15-XX

**DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON**

**McNARY LOCK AND DAM PROJECT TRACTS S-1324, S-1332, S-1351, S-1352, and G
Benton County, Washington**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **the CITY OF RICHLAND, WASHINGTON**, hereinafter referred to as the Grantee, an easement for operation and maintenance of **an UNUTILIZED SEWER PIPELINE OF ASBESTOS-CEMENT CONSTRUCTION**, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in **Exhibit A**, hereinafter referred to as the premises, and which is attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is granted for a term of 25-years, beginning December 26, 2011 and ending December 27, 2036.

2. CONSIDERATION

a. The Grantee shall pay in advance to the United States the amount of **FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$4,600.00)**, in full for the term hereof to the order of **F&AO, USAED, WALLA WALLA** and delivered to the District Chief of Real Estate, Real Estate Division, Walla Walla District, U.S. Army Corps of Engineers, 201 North 3rd Avenue, Walla Walla, Washington 99362-1876.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the **City of Richland, PO Box 190, Richland, WA 99352** and, if to the United States, to the **District Engineer, Attention: District Chief of Real Estate, Real Estate Contracting Officer, Walla Walla District, U.S. Army Corps of Engineers, 201 North 3rd Avenue, Walla Walla, WA 99362-1876** as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Walla Walla District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said

officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

14. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

15. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

16. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

17. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

18. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made **CONDITION DELETED** avocation or relinquishment of **CONDITION DELETED** document the environmental condition of the property, or that under a comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

19. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

21. RESTORATION

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and

perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. SITE-SPECIFIC CONDITION ON EASEMENT RENEWAL OR AMENDMENT REQUIREMENT

In the event that restoration is not completed in accordance with Condition 21. RESTORATION, the Grantee shall apply for and fund a renewal easement either as a new, replacement document or apply for and fund an amendment to Department of the Army Easement No. DACW68-2-15-XX for a Pipeline Right-of-Way located on McNary Lock and Dam Project, Benton County, Washington.

23. SITE-SPECIFIC CONDITION ON GROUND DISTURBANCE

Except as authorized herein, the Grantee shall not engage in any construction, alteration, demolition, or ground disturbing activities on the premises, unless such activities have been reviewed and approved by the District Engineer in accordance with the requirements of the National Historic Preservation Act of 1966 (16 USC § 470 *et seq.*). The Grantee shall be responsible for all costs, and any actions directed or required by the District Engineer, which are associated with the National Historic Preservation Act review process, or other applicable law.

24. SITE-SPECIFIC CONDITION ON DELETED CONDITION 18, ENVIRONMENTAL BASELINE STUDY

Condition 18 of this easement, which addresses an Environmental Baseline Study (EBS), is deleted in its entirety pursuant to Engineer Regulation 200-2-3, Paragraph 14-9.

25. SITE-SPECIFIC CONDITION ON INSTALLING AND MAINTAINING BURIED PIPELINE MARKERS

The Grantee shall procure, install and maintain appropriately sized, constructed, colored and worded ***buried utility pipeline, call ###-###-#### before your dig*** markers in the pipeline right-of-way. The markers shall be installed and maintained at intervals of 300 feet or less as needed to provide a continuous line-of-sight from marker to marker, sign to sign, marker to sign or sign to marker. The telephone number identified at ***###-###-####*** shall be in conformance with the established *call before you dig* convention.

26. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

27. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

28. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, _____.

RODNEY C. HUFFMAN

District Chief of Real Estate
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this _____ day of _____, _____.

CYNTHIA D. REENTS, ICMA-CM

City Manager
City of Richland

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of the
CITY OF RICHLAND, WASHINGTON, that _____, who
signed the foregoing instrument on behalf of the Grantee was then _____
_____ of _____. I further certify that
the said officer was acting within the scope of powers delegated to this officer by the governing
body of the grantee in executing said instrument.

Date _____

Clerk or Appropriate Official

ACKNOWLEDGMENT

STATE OF _____)
 : ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared **RODNEY C. HUFFMAN**, District Chief of Real Estate, Real Estate Contracting Officer, Real Estate Division, Walla Walla District, US Army Corps of Engineers, Walla Walla, Washington, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

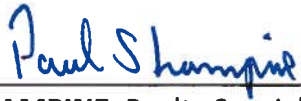
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Pipeline Easement
1 July 1997

THIS INSTRUMENT PREPARED BY:



PAUL SHAMPINE, Realty Specialist
Real Estate Division
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, Washington 99362-1876

509-527-7324

REVIEWED FOR LEGAL SUFFICIENCY BY:



SANDRA LEE SEARS, Assistant District Counsel
Office of Counsel
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, Washington 99362-1876

509-527-7709



Badger Mountain Sewer Pipeline

Outgrant #DACW68-2-72-49

Exhibit "A"



U.S. Army Corps of Engineers
WATER DIVISION

USACE Land Tracts

USACE Outgrant Areas

Section - 24 Township - 9N Range - 29E
Tracts: G, H, S-1324, S-1332, S-1351, S-1352

Final Number to be
Assigned Upon Return of
Document

Scale 1:15,000

RE: Outgrants, CHOKKIREVIEW, Columbia River, Water System and
MFR
This was produced from geospatial information by the U.S. Army Corps of Engineers. Geospatial data and products may be developed from sources of
accuracy, accuracy only at certain scales, based on modeling or interpretation from data which may be revised, etc. Using this product for
other than the intended purpose is not recommended. The Corps does not warrant the accuracy, reliability, or completeness of the data or products without notification.

9 September 2013





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 184-15, Authorizing the City Manager to Enter into an Agreement with Mercer (US), Inc. for Benefits Consulting and Brokerage Services

Department:

Administrative Services

Ordinance/Resolution Number:

184-15

Document Type:

Resolution

Recommended Motion:

Resolution No. 184-15, Authorizing the City Manager to Enter into an Agreement with Mercer (US), Inc. for Benefits Consulting and Brokerage Services

Summary:

On June 30, 2015, the City issued a Request for Proposal (RFP) for Benefits Consulting and Brokerages Services (RFP No. 15-0080). This RFP is the first step prior to issuing an RFP for a Third Party Administrator (currently Zenith Administrators).

There were five (5) respondents, and all met the minimum qualifications. After an extensive review of the proposals submitted, the City interviewed the top two (2) respondents. Of those two, the evaluation committee selected Mercer (US), Inc. (Mercer) as the top respondent and entered into negotiations for a agreement through December 31, 2021. The City and Mercer were successful in reaching a proposed agreement.

Mercer offers the City full benefits consulting and brokerage services for our health and welfare benefit plans, and demonstrates a successful history of brokerage and consulting in both the public and private sectors, working with unionized employers, and in providing expertise necessary to assist their clients with cost containment and successful benefit programs.

Attached is the proposed contract with Mercer for the Benefits Consulting and Brokerage Services, for eighty-five thousand (\$85,000) per year, to be prorated for 2015. This proposed agreement will expire December 31, 2021.

Fiscal Impact:

Approval of this item will result in the expenditure for services of eighty-five thousand dollars (\$85,000) on an annual basis. For 2015, the amount will be prorated based on the date of the agreement. Funding for this has been budgeted in the Employee Benefits Fund for 2015 and will be included thereafter through year 2021.

Attachments:

1. Proposed Resolution No. 184-15
2. Proposed Contract 195-15

RESOLUTION NO. 184-15

A RESOLUTION of the City of Richland authorizing the execution of a contract with Mercer (US), Inc. for Benefits Consulting and Brokerage Services.

WHEREAS, the Richland City Council is desirous to attract and retain qualified employees through offering competitive and cost-effective benefit programs; and

WHEREAS, brokerage services and benefits consulting services provide expertise desired to promote competitive and cost-effective benefit programs; and

WHEREAS, periodic assessment of the market offering for such brokerage services and benefits consultants are warranted to ensure the most fiscally responsible approach to managing the City's resources; and

WHEREAS, the City of Richland has determined, through a competitive process, that Mercer (US), Inc. provides the best solution for the City's brokerage services and benefits consulting needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is hereby authorized to enter into a contract with Mercer (US), Inc. for Brokerage Services and Benefits Consulting, through December 31, 2021.

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 6th day of October, 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 6 day of October, 2015 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Mercer (US), Inc., 601 West Main, Suite 810, Spokane, WA 99201 (hereinafter referred to as the "Consultant"). Consultant and City may also be referred to collectively as the "Parties".

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 the Statements of Work attached to this Agreement. The Consultant shall provide Benefits Consulting and Brokerage services for the City of Richland.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement to be updated annually:
 - (i) Exhibit A: Statement of Work- Consulting Work
 - (ii) Exhibit B: Statement of Work- Benenergy
 - (iii) Exhibit C- Statement of Work- NetPic
 - (iv) Exhibit D- Statement of Work- HIPAA Audit Services
- 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. 195-15
 - (ii) Exhibit A-D: Statements 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. The term of this contract shall be from date of execution to midnight on December 31, 2021.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant compensation as set forth in the applicable Statement of Work for the services rendered under this Agreement. 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 the applicable Statement 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 (any legal terms contained in any purchase order shall have no effect) applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices. If any invoice is not timely paid, Consultant may exercise the right to claim interest for late payment as permitted by applicable law. If any invoice, not in dispute, remains unpaid for longer than ninety (90) days from the date of invoice, Consultant may suspend the provisions of services until payment is received, or terminate this Agreement and/or any SOW with immediate effect.
- 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 applicable Statement of Work or agreed upon in writing as a modification to this Agreement.
- f) As a public agency, the City of Richland is required to retain records in accordance with Washington State Archives, Office of the Secretary of State. Consultant shall retain specified records in accordance with the retention schedule required by applicable law. Additionally, Consultant will make available records to the City as required under the obligation of the Public Records Act. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the retention 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 by the Consultant specifically and exclusively for the City pursuant to this Agreement ("Work"), 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 that constitute Work 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 solely for purposes of using the Work internally. 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.

Notwithstanding anything to the contrary set forth in this Agreement, Consultant will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by Consultant before the commencement of, or developed or acquired by Consultant during or after, the performance of the services, including without limitation, all systems, software, specifications, documentation and other materials created, owned or licensed and used by Consultant or its affiliates or subcontractors in the course of providing the services (the "Intellectual Property"), and Consultant shall not be restricted in any way with respect thereto. To the extent any Work incorporates any Intellectual Property, Consultant hereby grants the City a non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Work internally in accordance with the terms of this Agreement.

7) TERMINATION

- a) This Agreement may be terminated by either party upon ninety (90) days' written notice. 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 additional insured under the Consultant's Commercial General Liability insurance

policy with respect to the City's vicarious liability arising out of Consultant's 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. For insurance policies under which the City is an additional insured, the Consultant's insurance coverage shall be primary insurance with respect to the City for claims arising solely from Consultant's provision of services under this Agreement. 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. Except with respect to Professional Liability, 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 promptly upon 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.

13) INDEMNIFICATION / HOLD HARMLESS / LIMITATION OF LIABILITY

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent directly arising out of or resulting from the negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons

or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- c) The aggregate liability of Consultant and its affiliates to the City and its affiliates and any third party (including any benefit plan, its fiduciaries or any plan sponsor) for any and all Losses arising out of or relating to the provision of any services at any time by the Consultant shall not exceed the greater of one times the compensation for the services giving rise to such Loss and \$250,000. Consultant shall have no liability for the acts or omissions of any third party (other than its subcontractors).
- d) In no event shall either Party or its affiliates be liable in connection with this Agreement or the services to the other Party, its affiliates or any third party for any loss of profit or incidental, consequential, special, indirect, punitive or similar damages. The limitation of liability contained in this Section 13 applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.
- e) For purposes of this Agreement "Loss" means damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable attorneys' fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied), by statute, or otherwise, claims seeking any kind of damages and claims seeking to apply any standard of liability such as negligence, statutory violation or otherwise. For the avoidance of doubt, multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions shall be considered a single Loss. For purposes of this Agreement, the Parties agree that "gross negligence" is defined as conduct that smacks of intentional wrongdoing or evinces a reckless indifference to the rights of others.

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) NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight carrier services. All notices shall be effective upon the date of receipt.

Purchasing Manager
City of Richland
PO Box 190 M/S #11
Richland, WA 99352

Mercer
Legal Department—Gen. Counsel
1166 Avenue of the Americas
New York, NY 10036

16) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17) 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.

18) PARTIAL INVALIDITY

It is the intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified, deleted or interpreted in such a manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement as modified, enforceable and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

19) AMENDMENTS

All amendments must be in writing and be approved and signed by both parties. Any Statements of Work in addition to those set forth in Section 2(b) shall be incorporated under this Agreement by use of an amendment to the contract.

20) 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.

21) 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.

Subject to the applicable law and the remainder of this paragraph, the City shall keep Consultant's information and Work confidential. Notwithstanding the foregoing, services performed under this Agreement become public records and are subject to Chapter 42.56 RCW, the Public Records Act. All information submitted by Consultant should clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a Public Records Act request to view information provided by the Consultant, its sole obligations shall be to notify the Consultant (1) of the request and (2) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the City of Richland will release the requested information on the date specified.

Consultant shall comply with all requirements of the Health Insurance Portability and Accountability Act ("HIPAA") to the extent applicable to the services provided by the Consultant.

22) 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 discuss with the City in good faith making 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.

23) 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 contract amendment 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 contract amendment shall not proceed until agreed in writing by Consultant and authorized in writing by the City.

24) INSTRUCTIONS; PROVISION OF INFORMATION AND ASSISTANCE

The City will provide all necessary and reasonably requested information, direction and cooperation to enable Consultant to provide the services, and any direction shall be effective if contained expressly in the applicable Statement of Work or if received from a person known to Consultant or reasonably believed by Consultant to be authorized to act on the City's behalf. Consultant shall use all information and data supplied by the City or on its behalf without independently verifying the accuracy, completeness or timeliness of it. Consultant will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data, or if the City does not provide adequate access to its employees, agents or other representatives necessary for Consultant to perform the services.

25) NO THIRD PARTY BENEFICIARIES

Neither this Agreement nor the provision of the services is intended to confer any right or benefit on any third party. The provision of services under this Agreement cannot reasonably be relied upon by any third party.

26) NO PUBLICITY

Except for neutral references to the business relationship, neither Party shall refer to the other party or attribute any information to the other Party in the press without the prior written consent of the other Party.

27) Subcontractors

The Consultant may need to utilize various subcontractors ("Subcontractors") in the course of its provision of the services to assist the Consultant in such tasks as printing and mailing, development of interactive tools, graphic design, etc. The City consents to the Consultant's use of the Subcontractors and further acknowledges and agrees that the Consultant may provide such Subcontractors with the City's confidential information, including Work, on a confidential and a need to know basis for the purposes contemplated by this Services.

28) Additional Terms Applicable to Services Provided as set forth in Exhibits A, C and D

The following terms shall apply to the services provided as set forth in the Statements of Work attached to this Agreement as Exhibits A, C and D.

- a) The Consultant does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, the Consultant does not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to the City. The Consultant is not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which the City's other risk or insurance coverage or other business is placed will be deemed acceptable to the City, in the absence of contrary instructions from the City.
- b) The City understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to the Consultant, an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service. The City agrees to review all policies, endorsements and program agreements delivered to the City by the Consultant and will advise the Consultant of anything which the City believes is not in accordance with the negotiated coverage and terms within thirty (30) days following receipt.
- c) The Consultant and its affiliates serve a wide array of clients, including clients who compete with or whose interests may be adverse to one another. In addition, the Consultant interacts with insurance carriers and other service providers through numerous business and contractual relationships, including serving as a broker for its clients and receiving commissions from carriers, providing consulting or administration services to carriers, and auditing carriers' claims data. The Consultant is committed to serving each of its clients in an objective manner and maintaining the confidentiality of each of its client's information.

- d) The City expressly acknowledges that, with respect to the provision of the services, the Consultant is not, nor is any of its affiliates or subcontractors, an “administrator” within the meaning under applicable law, including the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), nor, with respect to the provision of the services, is the Consultant or any of its affiliates or subcontractors a “fiduciary” within the meaning under applicable law or ERISA, unless provided otherwise herein or required by applicable law.
- e) Title V of the Gramm-Leach-Bliley Act and related state laws and regulations establish limitations on the use and distribution of non-public information collected by financial institutions from their customers and consumers. The Consultant’s insurance-related work qualifies the Consultant as a financial institution under this Act. The Consultant’s Privacy Policy Notice and additional information regarding other compliance policies at the Consultant, including its conflicts of interest policy available at the following web address <http://www.mercer.com/insights/point/2014/transparency.html>. At this web address the City will also find information regarding Marsh & McLennan Companies, Inc. and its subsidiaries’ equity interests in certain insurers and contractual arrangements with certain insurers and wholesale brokers.
- f) The Consultant is unable to provide insurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose the Consultant or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.
- g) To the extent the Consultant creates any communications materials for the City and the City requests that the Consultant uses the City’s name and/or logo in such materials, the City hereby grants to the Consultant and its agents, vendors, and subcontractors, a non-exclusive, royalty-free, limited license to use the City’s name, logo and any trade name or mark only in connection with the Consultant’s performance of the applicable services, provided such use will be subject to the City’s prior written approval as to style, form, context and general content. The City will not unreasonably delay or withhold your approval.

29) Additional Terms Applicable to Services Provided as set forth in Exhibit B

The following terms shall apply to the services provided as set forth in the Statement of Work attached to this Agreement as Exhibits B.

- a) The City hereby grants to the Consultant and its agents, vendors, and subcontractors, a non-exclusive, royalty-free license to use the City’s name, logo and any tradename or mark only in connection with the Consultant’s performance of the services, provided such use will be subject to the City’s prior written approval as to style, form, context and general content. The City will not unreasonably delay or withhold its approval. Nothing contained in the Statement of Work attached as Exhibit B is intended or will be construed to convey to the City any rights or license under any trademarks, trade names, logos, service marks, service names or other intellectual property rights of the Consultant, its agents, vendors or subcontractors.

- b) The City hereby grants to the Consultant a non-exclusive, royalty-free license to use all data or information (in whatever form or media, including Participant data) that is supplied to the Consultant by the City or on the City's behalf or which the City makes accessible to the Consultant as a result of the Services contracted for or provided under the Statement of Work attached as Exhibit B. The City represents and warrants to the Consultant that the City owns or is lawfully authorized to use all data and information that is provided to the Consultant in order that the Consultant may provide the Services.
- c) The City shall not cause or knowingly permit (i) any person to use the services other than its own authorized employees, participants and beneficiaries, or (ii) any use of the services in any unauthorized manner. The City agrees to promptly report to the Consultant all unauthorized uses and users of the services. The City shall maintain any IDs and passwords issued by or on behalf of the Consultant in strict confidence and shall advise the City authorized employees to maintain such IDs and passwords in strict confidence. The City acknowledges that the Consultant reserves the right to disable any ID or password upon reasonable belief that security has been, or will be, compromised.
- d) The City assumes full responsibility for any information provided to the Consultant and Subcontractors hereunder, including, but not limited to, its condition, content, format, usability, or correctness. The City shall timely perform all data refinement, purification and reformatting as may be required in order for the Consultant to perform its obligations under the Statement of Work attached as Exhibit B. Except for a showing of gross negligence, the Consultant shall not be liable or responsible for loss of, or damage to, the information.
- e) The City shall be responsible for retaining for its own use data or materials it delivers to the Consultant and Subcontractor, and for taking other precautions the Consultant deems necessary in case such data or materials are lost or destroyed, regardless of cause, or in case reprocessing is needed for any reason.
- f) The City understands and agrees that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to the City's computer systems, network and any and all information stored therein. Information transmitted and received through the Internet may not be secure and the Consultant does not guarantee and shall not be responsible for, the privacy, security, authenticity and non-corruption of any information during internet transmission outside of the Benergy system, network and storage facilities as part of the services provided by Consultant and/or its Subcontractor.
- g) Ownership and Restrictions on Use.
 - 1. The City acknowledges and agrees that (a) no licenses under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by the Consultant or a Subcontractor hereunder; (b) all patents, copyrights, circuit layouts, mask works, trade secrets, source code, listing(s) and procedure(s) and any part or executable derivative of the services are and will remain the exclusive property of Subcontractor and/or the Consultant; and (c) the City shall not sell, transfer, publish, disclose, display or otherwise make available Contractor's or Subcontractor's trademarks or any other intellectual property or copies thereto to third parties. The City will not take any action that jeopardizes Contractor's or a Consultant Subcontractor's proprietary rights or acquire any right in the services or Contractor's, or a Consultant Subcontractor's, confidential information.

2. Where applicable, the City will not modify or attempt to modify the services in any manner. A Consultant Subcontractor and/or Contractor will own all rights in any copy, translation, modification, adaptation of the services or other items of confidential information, including any improvement or development thereof. The City shall execute, at Contractor's reasonable request, any instrument that may be appropriate to assign these rights to Contractor or a Consultant Subcontractor or perfect these rights in a Consultant Subcontractor's and/or Contractor's name.
 3. Where applicable, the City shall not download, decompile, disassemble or reverse engineer the services, Contractor's or Subcontractor's software (including Consultant sites, if any) or any of their component parts.
 4. Except to the extent expressly permitted in the Statement of Work attached as Exhibit B, the City shall not allow any third party within its control other than its employees, participants and beneficiaries, to have access to the services without the prior written consent of the Consultant.
- h) EXCEPT AS PROVIDED HEREIN, ALL SERVICES AND THIRD PARTY LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. THE CONSULTANT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SUCH LICENSED PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE.

(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

MERCER (US) INC.

CYNTHIA D. REENTS, 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: Consulting Services Scope of Work

Statement of Work ("SOW")

The objective of this Statement of Work ("SOW") is to confirm the scope of work to be performed by Mercer Health & Benefits LLC ("Consultant," "us", "we" or "our") for the City of Richland (the "City," "you" or "your") and the compensation for this scope of work. This SOW is a part of and subject to the terms and conditions contained in the agreement between the City and Consultant dated **October 6, 2015** (the "Agreement"). All capitalized terms not defined in this SOW shall have the meanings ascribed to them in the Agreement.

Service Details

1. Service name: **Consulting services for initial partial plan year**
2. Description of Mercer responsibilities: **See attached Service Schedule**

Description of Mercer Stop Loss insurance coverage placement responsibilities:

- Meet with you to develop a stop loss placement strategy that meets your stated objectives.
- Request and negotiate the terms and conditions of the stop loss insurance renewal from the current insurer and present the insurer's proposed renewal package to you.
- If requested by the City, conduct a stop loss marketing based on a list of stop loss carriers selected by you and your desired terms of coverage.
- If requested by the City, facilitate communication between your medical and prescription drug vendors and stop loss insurer to establish reporting responsibilities and timing of data required for the purpose of securing stop loss coverage.
- Follow up with insurance carrier for timely issuance of policies and contracts.
- Review policies and contracts for accuracy and conformity to specifications provided by you in the placement strategy meeting.
- We will assist you with access to the stop loss insurance marketplace and use our commercially reasonable efforts to place stop loss policies selected by you on your behalf, if so instructed.
- If requested by the City, we shall transmit information and data supplied by you or on your behalf without independently verifying the accuracy, completeness or timeliness of the data to the stop loss insurer.

Important Limitations on Mercer's Marketing of Client's Stop Loss Policy

We do not make any representations about an insurer's or Managing General Underwriters (MGU's) payment or claims denial practices. We do not warrant in any way that all claims submitted to the stop loss carrier will be approved and ultimately reimbursed. Also, the terms and conditions of covered claims for the stop loss insurance policy may not fully correlate with the benefits covered under your benefits program. We shall use all information and data supplied by

you or on your behalf without independently verifying the accuracy, completeness or timeliness of it. We will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data.

3. Description of client responsibilities:

- The City may agree to name Mercer as the broker-of-record for your stop loss coverage.
- You will provide all data/information as required by the stop loss insurer in a timely manner. You are responsible for the accuracy and completeness of such data and information.
- You are responsible for timely submission of claims requests and confirmation that appropriate reimbursements have been issued by the stop loss insurer.
- You are responsible for disclosing all potentially high exposure claims as defined by the stop loss insurer.
- You are responsible for reviewing and executing a confirmation of coverage letter before binding of coverage.

4. Period of time over which work will be performed: **October 6, 2015 – December 31, 2021.**

5. Compensation/fees: We will be compensated for the services described herein in consideration of your payment of our professional fees of \$85,000 for a full year.

- a) **For year 2015, payment for our professional fees will be \$20,085.59.** This is based on the **\$85,000** fee for a full year, to be prorated for services effective October 6, 2015. This equates to a monthly rate of \$5,918.93 for October; \$7,083.33 for November; and, \$7,083.33 for December.
- b) **For years 2016 through 2019, payment of our professional fees will be \$85,000.**
- c) **For years 2020 and 2021, payment for our professional fees shall be \$85,000, unless other modified and agreed to by both parties.**

Payments shall be handled as outlined in Agreement Section 4—Payment.

H&B SERVICE SCHEDULE

Our Services consist of the following:

- Conduct strategic planning sessions to review performance of the City of Richland's current employee benefits coverage and establish future objectives and strategies to manage the City of Richland's employee benefit coverages.
- Meet with the City of Richland's key designated representatives on, at minimum, a quarterly basis, to discuss strategy and open items.
- Develop a mutually agreeable renewal action plan and timeline that meets the City of Richland's stated objectives.
- Keep the City of Richland informed of significant changes and/or trends in the employee benefits marketplace.
- Benchmark plan costs and employee contributions to industry, size and regional standards on an annual basis.
- One-time network analysis through NetPic for the self-funded medical plan
- One time HIPAA compliance audit for privacy and security to include a gap analysis,
- Web communications portal powered by Benergy for centrally managing employee communications to include PortalUp services
- Client Branded professionally designed member Wallet Card
- Member Health Advocacy through Health Advocate
- Analyze factors driving the City of Richland's plan costs if experience data is available. In connection with such analysis, we will review utilization reports to determine possible causes of identified cost increases. Assist the City of Richland in managing risks and costs of its employee benefits coverages.
- Participate and or manage Employee Insurance Advisory Council sessions to include representatives for both labor and management.
- Establish comprehensive claims reports for identified coverages **medical/prescription drug, and dental** detailing paid claims (and reimbursements if applicable), premium/funding and enrollment summaries. We will review these reports with the City of Richland on a **quarterly** basis and will identify and discuss trends and potential problems.
- Provide cost projections and funding analysis (review of funding methodology with emphasis on employer costs and the tier structure of the contribution.)
- When marketing your plans, prepare an analysis comparing current costs, plan designs, administration costs, network discounts and network accessibility.

- With respect to the renewal process of the City of Richland's employee benefit program, we will conduct an annual review during the renewal process to include negotiations, on the City of Richland's behalf, with current vendors/carriers, as per the City of Richland's request.
- Upon the request of the City of Richland, we will assist in the preparation of a RFP for purposes of obtaining competitive quotes from the marketplace. The City will be the primary point of contact during the bidding process.
- Upon request of the City of Richland, evaluate and assist in the management of voluntary benefit products offered to the City of Richland's employees.
- Assist the City of Richland in the implementation of the benefit program by dealing with vendor/carriers and performing contract and SPD review for purposes of determining conformity to agreed upon plan provisions and costs.
- Advise the City of Richland with respect to available technology platforms to support delivery and administration of its employee benefit plans.
- Assist the City of Richland in the development of paper and/or web-based communication strategies.
- Coordinate the collection of information and filing of financial reports with the Department of Enterprise Services annually.
- Identify and negotiate on the City of Richland's behalf with insurers and other benefit program providers and keep the City of Richland informed of significant developments. We shall be authorized for purposes of this Statement of Work to represent and assist the City of Richland in all discussions and transactions with all insurers/providers, provided that we shall not place any insurance or vendor programs on behalf of the City of Richland unless so authorized by the City of Richland.
- Assist with documentation and other steps to obtain commitments for and implement insurance policies and other services selected by the City of Richland regarding its employee benefits program upon the City of Richland's instructions, it being understood that we will not independently verify or authenticate information not originating from us necessary to prepare proposals or underwriting submissions and other documents relied upon by insurers/providers, and the City of Richland shall be solely responsible for the accuracy and completeness of such information and other documents furnished to us and/or insurers/providers and shall sign any application for coverage. The City of Richland understands that the failure to provide all necessary information to an insurer, employee benefit provider or third party vendor whether intentional or by error, could result in the impairment or voiding of coverage or service.
- Provide The City of Richland access to the national insurance marketplace and related services marketplace and use our commercially reasonable efforts to place insurance policies and other services selected by the City of Richland regarding its employee benefit program on behalf of the City of Richland, if so instructed by the City of Richland.

- Act as a liaison between the City of Richland and insurers/ providers for the lines of coverage and services that we have placed or obtained on behalf of The City of Richland or for which Mercer is named as the broker of record.
- Provide the City of Richland with detailed invoices, except in the case of direct billing by insurers or employee benefits providers.
- We may utilize the services of other intermediaries to assist in the marketing of the City of Richland's program (including brokers in the London and other markets), when in Mercer's professional judgment those services are necessary or appropriate with disclosure to The City of Richland. Such intermediaries may be Mercer affiliates. The compensation of such intermediaries is not included in our compensation under this Agreement and will be paid by insurers/providers out of paid premiums.
- Follow up with insurance carriers/providers for timely issuance of policies and contracts.
- Follow up with insurance carriers/providers with respect to the payment or return premiums.
- Review policies and contracts for accuracy and conformity to specifications provided by The City of Richland and the related negotiated coverages.
- Assist the City of Richland in connection with issues relating to interpretation of insurance policies/contracts placed by us.
- Provide information/coverage summaries for all new coverages and updates on changes to existing coverages.

Performance Guarantee

As part of our consulting engagement with the City of Richland, Mercer agrees to place a portion of our professional fees at risk if we do not fully meet expectations relative to specific performance metrics as mutually agreed to between Mercer and the City. The percentage of fees at risk will equal 8% of annual core H&B consulting fees as described in this SOW and actually charged to City of Richland.

We agree to three (3) specific metrics against which our performance will be evaluated; Quality, Delivery and Customer Service. Should Mercer fall short on meeting stated performance criteria, fees will be credited back to the City of Richland in the form of a reduced fee the following calendar year. Performance criteria are:

Performance Metric	Description	Requirements	Fees at Risk
Quality (accurate results)	All final deliverables are either error free or corrected before miscommunication to participants or business segments*	City of Richland must document results of non-compliance within 30 days of quarter end	3% of fees charged for work impacted, quarterly measurement completed within 30 days of quarter end
Delivery	Meet 90% of commitments agreed to on specific dates as adjusted for any delay on inputs from the City of Richland or the City's third party resources	Mercer to provide dates of delivery, the City of Richland must document results of non-compliance within 30 days of quarter end	3% of fees charged for work impacted, quarterly measurement completed within 30 days of quarter end
Customer Service (non-financial in nature)	Response to questions within 2 business days	City of Richland must document results of non-compliance within 30 days of quarter end	2% of fees charged for work impacted, quarterly measurement completed within 30 days of quarter end

*Mercer will credit \$500 for any final report that has an error, regardless of its impact on rework or miscommunication. The sum of any \$500 credits plus other performance based credits for quality issues will not exceed 3% of annual core fees.

Any performance issues that are a result of inaccurate or untimely data received from the City of Richland and/or one of the City's third party resources will not be subject to this guarantee.

EXHIBIT B: Detailed Scope of Work- Benergy

Statement of Work ("SOW")

The objective of this Statement of Work ("SOW") is to confirm the scope of Mercer Health & Benefits LLC's ("Consultant," "us", "we" or "our") work for City of Richland ("City," "you" or "your") and the compensation for this engagement. This SOW is a part of and subject to the terms and conditions contained in the existing Agreement between Consultant and the City dated October 6, 2015 (the "Agreement"). All capitalized terms not defined in this Statement of Work ("SOW") shall have the meanings ascribed to them in the existing Agreement.

Benergy Consultant Portal Details

1. Service name: Benergy Web Portal
2. Description of Consultant responsibilities:

Consultant shall provide City and City employees with access to the Benergy web portal solely for City and City employees' internal use. The Benergy web portal is a Mercer-based software application that allows City to communicate and centralize the presentation of employment and benefit information in a web-enabled form.

Consultant shall also perform the initial portal setup including, building the web portal in accordance with mutually agreeable specifications and the initial upload of City's logo, plan summaries, brochures, forms, contribution amounts, contacts, eligibility and participation definition. Consultant shall provide City an opportunity to review and request reasonable changes or acceptance of the final portal prior to the mutually agreed go-live date.

Upon request and for additional cost, Consultant can perform additional portal maintenance such as uploading new forms or updating other information.

Upon request and for additional cost, Consultant can provide training sessions for City's HR contacts to enable them to use and maintain the portal.

3. Description of City responsibilities:

Timely complete the required setup checklist.

Provide a mutually agreeable go-live date.

Timely provide copies of all documentation that City desires to be uploaded to the portal and any other necessary instruction or information to complete the setup.

Agree to the portal terms & conditions provided on the first log-in to the portal.

Timely review the portal upon completion of the setup and provide one set of mutually agreeable revisions no later than 60 days follow the initial portal release. Additional or late revisions may be charged by Consultant at the hourly rate for portal maintenance.

Timely provide final signoff on the portal following Consultant's completion of the revisions.

Provide and distribute any employee announcements or other communications necessary to advertise the portal to City's employees.

Have Internet access (including all equipment, software and servers required to obtain and maintain such access)

4. Period of time over which work will be performed: **October 1, 2015 – September 30, 2016**

5. Compensation/fees:

Fees for services provided pursuant to this SOW are included in the consulting fee payable to Mercer Health & Benefits LLC under a separate SOW. In the event City reduces or eliminates its consulting compensation arrangement with Mercer Health & Benefits LLC, Mercer Health & Benefits LLC may invoice Mercer Spokane directly for all or any portion of the fees set forth herein, in accordance with the terms of this Statement of Work.

EXHIBIT C: Detailed Scope of Work- NetPic

Network Provider Contracting Analysis Statement of Work ("SOW")

The objective of this Statement of Work ("SOW") is to confirm the scope of Mercer Health & Benefits LLC's ("Consultant," "us", "we" or "our") work for City of Richland ("City," "you" or "your") and the compensation for this engagement. This SOW is a part of and subject to the terms and conditions contained in the existing Agreement between Consultant and the City dated October 6, 2015 (the "Agreement"). All capitalized terms not defined in this Statement of Work ("SOW") shall have the meanings ascribed to them in the existing Agreement.

Project Details

1. Project name: Network Provider Contracting Project
2. Description of Mercer responsibilities:

Designed as an enhancement over traditional discount analysis approaches, **Network Provider Contracting (NetPiC)** is a Mercer proprietary model that has been developed to accurately estimate which carrier's provider arrangements will produce the lowest covered charge for a given employee population. The NetPiC database contains current book of business inpatient facility, outpatient facility and professional claims for several carrier networks nationwide. Using client census information, NetPiC improves the RFP process by creating a customized client analysis of provider reimbursement levels in the City of Richland's geographies at the Metropolitan Statistical Area (MSA) and state level. The analysis can be further customized to reflect the City of Richland's historical claims experience to weight the carrier data. The NetPiC model includes methodology that prevents overstated vendor discounts due to inflated charges, and ensures that unit costs are computed consistently across vendors, and adjusted by market location. We use an employee census (three-digit zip code and plan type) and a standard claims distribution, in conjunction with the vendor claim data to complete the discount analysis.

We will meet with the City of Richland in person to review the results.

Sample Reports

Samples of the reports that we would provide to the City of Richland follow.

Network Discounts

This is an example of a market-by-market summary Mercer develops to evaluate medical vendors for your plan's top locations. It combines provider access with provider discounts to generate a more accurate Net Effective Discount as well as highlights strong vendors and problem markets. A similar analysis could be performed at no additional cost to highlight results if a "best in market" approach were employed in which two vendors were selected.

Location	Enrollment	Vendor 1			Vendor 2			Vendor 3			Vendor 4		
		% In-network	Par discount	Net effective discount	% In-network	Par discount	Net effective discount	% In-network	Par discount	Net effective discount	% In-network	Par discount	Net effective discount
Chicago-Joliet-Naperville, IL-IN-WI	1,250	95.4%	52.7%	49.4%	99.2%	55.9%	55.5%	94.2%	55.7%	51.3%	93.0%	56.5%	52.9%
Philadelphia, PA-NJ-DE-MD	1,125	98.6%	62.5%	61.5%	98.5%	62.4%	60.5%	97.5%	62.2%	59.6%	94.0%	55.6%	53.3%
Houston-Sugar Land-Baytown, TX	1,000	93.4%	60.1%	55.0%	93.3%	58.2%	55.4%	93.2%	56.0%	50.9%	89.6%	57.9%	52.5%
Atlanta-Sandy Springs-Marietta, GA	875	96.4%	56.2%	53.7%	97.4%	50.0%	49.0%	97.0%	56.5%	53.7%	95.1%	54.6%	52.1%
Dallas-Plano-Irving, TX	750	94.6%	52.5%	48.7%	97.2%	54.4%	53.5%	95.7%	53.8%	50.1%	93.0%	54.1%	50.5%
All other locations	2,500	95.7%	44.6%	42.2%	97.2%	49.3%	48.2%	96.3%	45.7%	43.3%	93.4%	48.2%	45.5%
Total - all locations	7,500	95.7%	52.9%	50.0%	97.3%	54.2%	52.8%	95.8%	53.3%	50.0%	93.1%	53.3%	50.1%

Highest net effective discount: Lower credibility of discounts:

Cost Impact

Mercer will prepare this exhibit to assist the City in evaluating the financial impact on medical spend of a change in vendor for each of its top markets.

Location	Enrollment	Total projected spend			
		Vendor 1	Vendor 2	Vendor 3	Vendor 4
Chicago-Joliet-Naperville, IL-IN-WI	1,250	\$9,780,000	\$9,100,000	\$9,449,000	\$9,129,000
Philadelphia, PA-NJ-DE-MD	1,125	\$8,802,000	\$9,074,000	\$9,075,000	\$10,034,000
Houston-Sugar Land-Baytown, TX	1,000	\$7,824,000	\$7,874,000	\$8,376,000	\$8,024,000
Atlanta-Sandy Springs-Marietta, GA	875	\$6,846,000	\$7,497,000	\$6,843,000	\$6,954,000
Dallas-Plano-Irving, TX	750	\$5,868,000	\$5,550,000	\$5,753,000	\$5,643,000
All other locations	2,500	\$19,560,000	\$18,314,000	\$19,266,000	\$18,457,000
Total - all locations	7,500	\$58,680,000	\$57,410,000	\$58,762,000	\$58,240,000
Additional cost/(savings)		\$0 0.0%	(\$1,270,000) -2.2%	\$82,000 0.1%	(\$440,000) -0.7%

Cost Impact Summary

Mercer will provide this financial summary to assist the City of Richland in evaluating the relative financial impact on a percentage basis of a vendor change. Areas in green highlight potential savings opportunities.

Location	Enrollment	Total relative projected spend			
		Vendor 1	Vendor 2	Vendor 3	Vendor 4
Chicago-Joliet-Naperville, IL-IN-WI	1,250	1.000	0.930	0.966	0.933
Philadelphia, PA-NJ-DE-MD	1,125	1.000	1.031	1.031	1.140
Houston-Sugar Land-Baytown, TX	1,000	1.000	1.006	1.071	1.026
Atlanta-Sandy Springs-Marietta, GA	875	1.000	1.095	1.000	1.016
Dallas-Plano-Irving, TX	750	1.000	0.946	0.980	0.962
All other locations	2,500	1.000	0.936	0.985	0.944
Total - all locations	7,500	1.000	0.978	1.001	0.993

Disruption Analyses

To enhance the specificity of our results Mercer will collect from Zenith the current array of providers used by the City's covered population. Our analysis will use this panel of providers to define in-network and out-of-network utilization for each carrier in each geography instead of using carrier book of business averages. Mercer's report will include a summary of the top 50 utilized providers within the populations. You will be able to identify potential network disruptions by a change in medical vendors.

Provider Disruption Summary					
Fort Wayne, IN					
"Yes" indicates in-network					
Provider Name	Submitted Total	Vendor A	Vendor B	Vendor C	Vendor D
1 Lutheran Hospital of Indiana	\$5,324,123	YES	YES	YES	YES
2 Parkview Memorial Hospital	\$2,698,456	NO	YES	NO	YES
3 ORTHOPAEDICS NORTHEAST PC	\$1,634,744	YES	YES	YES	YES
4 St Joseph Hospital	\$1,553,939	YES	YES	YES	NO
5 Dupont Hospital	\$1,534,238	YES	NO	YES	YES
6 WHITLEY MEMORIAL HOSPITAL	\$1,073,897	YES	YES	YES	YES
7 DJ ORTHOPEDICS	\$542,033	YES	YES	YES	YES
8 CLARIAN HEALTH PARTNERS	\$480,769	YES	YES	NO	YES
9 Indiana Hemophilia and Thrombosis Group	\$393,618	YES	YES	YES	YES
10 ALLIED PHYSICIANS INC	\$370,562	YES	YES	YES	YES

3. Description of client responsibilities:

You will execute all necessary agreements with Mercer, any applicable third party vendors, and any carriers to implement the Services. The failure to perform your duties under this SOW/Agreement will be deemed a waiver of your right to receive the related Services hereunder.

4. Period of time over which work will be performed:

We estimate that the project will take approximately four weeks to complete and may occur within the time period beginning on October 1, 2015 and ending on February 1, 2016.

5. Compensation/fees:

Fees for services provided pursuant to this SOW are included in the consulting fee payable to Mercer Health & Benefits LLC under a separate SOW. In the event City reduces or eliminates its consulting compensation arrangement with Mercer Health & Benefits LLC, Mercer Health & Benefits LLC may invoice Mercer Spokane directly for all or any portion of the fees set forth herein, in accordance with the terms of this Statement of Work.

EXHIBIT D: Detailed Scope of Work- HIPAA Audit Services

HIPAA Privacy and Security Audit Services Statement of Work ("SOW")

The objective of this Statement of Work ("SOW") is to confirm the scope of Mercer Health & Benefits LLC's ("Consultant," "us", "we" or "our") work for City of Richland ("City," "you" or "your") and the compensation for this engagement. This SOW is a part of and subject to the terms and conditions contained in the existing Agreement between Consultant and the City dated October 6, 2015 (the "Agreement"). All capitalized terms not defined in this Statement of Work ("SOW") shall have the meanings ascribed to them in the existing Agreement

Project Details

1. Project name: **Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Compliance** – for the City of Richland
2. Description of Mercer responsibilities: See Service Schedule beginning on Page 34.
3. Description of client responsibilities: The City of Richland will provide timely resources to complete assigned milestones to enable Mercer to provide the Services.
4. The City of Richland acknowledges that Mercer's ability to provide the Services is dependent on Mercer having access to (and being able to spend time with) employees of the City and also on Mercer being provided with (and continuing to receive) complete, accurate, up-to-date and timely documentation and information.
5. The City of Richland agrees that Mercer shall use all information and data supplied by and on behalf of the City without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Mercer at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, or if adequate access as described in the previous paragraph is not provided, then Mercer will not be responsible for any delays or liability arising there from and will be entitled to charge the City of Richland in respect of any resulting additional work actually carried out.
6. Period of time over which work will be performed:

These projects standardly take approximately four months from initial data collection to preparation of final documents. Assuming timely receipt of data, we anticipate this project to take place between October 2015 and January 2016.

7. Compensation/fees:

Fees for services provided pursuant to this SOW are included in the consulting fee payable to Mercer Health & Benefits LLC under a separate SOW. In the event City reduces or eliminates its consulting compensation arrangement with Mercer Health & Benefits LLC, Mercer Health & Benefits LLC may invoice Mercer Spokane directly for all or any portion of the fees set forth herein, in accordance with the terms of this Statement of Work.

Phase 1-4 services as summarized below.

HIPAA Privacy and Security Compliance Project
Phase 1: HIPAA Refresher/Kickoff and Data Collection
Phase 2: HIPAA Security Manual, Risk Assessment, and Gap Analysis
Phase 3: HIPAA Privacy Manual and Required Forms
Phase 4: HIPAA Privacy and Security Training

Service Schedule

Phase 1 – HIPAA Refresher/Kickoff and Data Collection

The purpose of Phase 1 is to kickoff the overall project, including reviewing why we are embarking on the project and walking through each phase. In advance of the kickoff conference call, Mercer will provide a HIPAA Refresher/Kickoff Meeting Presentation, as well as the following HIPAA data collection documents:

- **General HIPAA Data Request** - Series of questions pertaining to your health plans and the systems that handle electronic protected health information (e-PHI). During the call, we will walk through the General HIPAA Data Request.
- **HIPAA Security Assessment for Employers (SAFE) Data Request** – HR, IT, and physical security questions. We will briefly touch on the HIPAA SAFE Data Request during this kickoff call.

The City of Richland will deliver their response to the data request documents for Mercer's review prior to Phase 2. Phase 2 will include a review/confirmation of responses to the HIPAA SAFE Data Request, so it is not critical that the City has a confirmed answer to every question in the HIPAA SAFE Data Request. The intent is for the City to begin thinking about the questions that will be asked during Phase 2 in Mercer's HIPAA SAFE tool.

Phase 2 – HIPAA Security Manual, Risk Assessment, and Gap Analysis

2(a): HIPAA SAFE Tool Completion

Once the City of Richland responds to the data request, Mercer will build the City's responses into Mercer's HIPAA SAFE tool. Mercer will facilitate a webex/conference call in which representatives from Mercer and the City of Richland will review these responses and clarify/confirm any areas of question.

The City of Richland will be responsible for assembling the necessary employees to attend the meeting and answer the questions asked by HIPAA SAFE. Necessary employees include members from each of the affected departments—benefits personnel, IT personnel and building security personnel. The employees attending the meeting should be familiar with the use of

systems and applications used to store or transmit e-PHI and those who have knowledge of and responsibility for the administrative, physical and technical aspects of information security.

Mercer will have at least one HIPAA specialist facilitate the meeting. If questions concerning IT and systems-specific issues arise at the meeting, they will be referred to a Mercer technology and systems consultant as a follow-up to the meeting.

Once any outstanding questions are clarified and confirmed, Mercer will finalize the City of Richland's response to the HIPAA SAFE tool.

2(b): Mercer Analysis and Preparation of Security Documentation

In Phase 2(b), Mercer will analyze the responses and produce the following documents for the City's compliance records:

- A customized HIPAA Security Policies and Procedures Manual, which includes the following sections:
 - o Introduction
 - o Statement of Security Policy
 - o Administrative Safeguards
 - o Physical Safeguards
 - o Technical Safeguards
 - o Required Legal Documents
 - o Security Official – Objectives and Obligations
 - o Glossary
 - o Key Resources
 - o Application Level Security Controls
 - o Facility Specific Physical Security Controls
 - o Access Control List
 - o Risk Analysis Report
- A Gap Summary Report

Mercer will conduct a conference call to review the results of the security assessment, review the security documentation, and discuss remediation of the identified gaps. Mercer will work with the City of Richland to close the identified gaps by incorporating policy language into the final Security Policies and Procedures Manual.

Phase 3 – HIPAA Privacy Manual and Required Forms

Using the General HIPAA Data Request that the City of Richland completed in Phase 1, Mercer will prepare a first draft of the HIPAA Privacy Manual and required forms. The Privacy Manual includes the following sections:

- Introduction
- Statement of Privacy Policy
- Safeguards
- Uses and Disclosures of PHI
- Individual Rights
- Risk Management Activities
- Required Legal Documents

- Definitions
- HIPAA Resources
- Key Resources and Forms
- Guidelines for Customer Service Call Centers (optional, as this is only typically included if the employer has an internal call center where employees handle and transmit PHI)

Mercer will conduct a conference call to review the first draft of the customized HIPAA Privacy Manual and identify areas that may need finalized. With the City's input, Mercer will assist with finalizing the HIPAA Privacy Manual.

Phase 4 – HIPAA Privacy and Security Training

Mercer will provide its HIPAA Privacy and Security Training template for the City of Richland's use for ongoing internal HIPAA training sessions for appropriate staff.

Limitations on Scope of Services

This SOW assumes that the City of Richland's administrative, technological and physical facility security policies and procedures (HR, IT/IS and Operations) pertaining to the storage and transmittal of e-PHI are common and consistent among the various locations where e-PHI resides. This applies to network as well as desktop systems and applications. (This means only one risk assessment survey will be required for the project.) If we learn through the course of this project that more than one risk assessment is required (for example, if there is not commonality among the City's policies or IT systems), our professional fees may increase.

We are also assuming that this project will not require assessment of "health care provider" activities, but is focused on plan sponsor obligations under HIPAA, and that the City does not self-administer its group health plans, but rather engages business associates for claims processing activities. Changes in these assumptions may also result in an increase in our professional fees.

The HIPAA Privacy and Security documents provided as part of this project as outlined above will include all necessary updates for the Omnibus HIPAA regulations published January 25, 2013. Future changes to the documents provided as part of this project or to your HIPAA obligations as a result of future legislative, regulatory developments or court decisions are outside the scope of this project.

Additionally, please note that while Mercer can assist you with the following items, they are not included in the scope of services described in this SOW:

- Assistance with customizing, preparing or reviewing business associate agreements or plan amendments.
- Any in-person meetings or teleconferences other than those described above.
- Assistance with remediation efforts described in the work plan or with revising the policies and procedures manual to reflect remediation efforts.
- Analysis of any obligations under state or local law.

If you would like Mercer's assistance with any of these services, please let us know and we would be happy to come up with a separate cost estimate.

Please Note: Mercer H&B is not a law firm, and any assessment we deliver does not constitute legal advice. This proposal is for an assessment, as well as business consulting findings and recommendations relating specifically to the Security components of HIPAA Administrative Simplification. We recommend your organization consult its legal counsel concerning the legal implications of this assessment and other legal matters relevant to HIPAA compliance. Mercer has not reviewed whether the City of Richland has any additional compliance obligation under any State law or regulation.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 185-15, Application for the Washington Traffic Safety Commission School Zone Equipment Grant

Department:
Police Services

Ordinance/Resolution Number:
185-15

Document Type:
General Business Item

Recommended Motion:

Authorize staff to apply for the Washington Traffic Safety Commission School Zone Equipment Grant for the purpose of purchasing three Lidar units.

Summary:

The Washington Traffic Safety Commission provides recurring grant funding to be used to enhance school zone safety. Grant awards are formula-based and require that an e-mail be sent to the Washington Traffic Safety Commission advising them of the number of infractions written in school zones and what equipment will be purchased with the award. Funds are received as reimbursement after the items are acquired.

From September 1, 2014 through July 1, 2015, Police Services issued 235 citations written specifically for speeding in a school zone. In addition, Richland Police Officers conducted 422 school zone extra patrols, made 336 traffic stops and gave 149 verbal warnings. Officers also conducted 520 visits into the schools.

The Richland Police Department created a Traffic Safety Unit (TSU) to address traffic issues in the City, which is often cited as one of the biggest problems by Richland citizens. The Richland Police Department currently owns three outdated Lidar speed measuring devices. Lidars use a beam of light (laser) to measure the speed of vehicles as opposed to sound waves in a Radar unit. Lidar technology has greatly aided the Department in providing school zone safety, but there are not enough Lidar units to go around. The purchase of three additional Lidar units would aid the department, and specifically TSU, in our efforts to enforce school zone speed limits.

This grant covers the entire cost, approximately \$4,280, for three (3) new SpeedLaser S Standard traffic Lidar systems and no matching funds are required.

Fiscal Impact:

No local match is required. If the grant application is successful, staff will bring an ordinance to City Council to request an increase in appropriations to spend the award proceeds.

Attachments:

1. School Zone Citations Log
2. Resolution No. 185-15

agency	statute	trci_id	tc_date	tc_time
RPD	46.61.440	4Z0625826	9/9/2014	1449
RPD	46.61.440	4Z0834525	9/9/2014	0807
RPD	46.61.440	4Z0849760	9/10/2014	0820
RPD	46.61.440	4Z0825604	9/9/2014	1532
RPD	46.61.440	4Z0853959	9/9/2014	1450
RPD	46.61.440	4Z0853958	9/9/2014	1442
RPD	46.61.440	4Z0853957	9/9/2014	1429
RPD	46.61.440	4Z0783687	9/10/2014	0811
RPD	46.61.440	4Z0783688	9/10/2014	0829
RPD	46.61.440	4Z0625831	9/10/2014	1455
RPD	46.61.440	4Z0625829	9/10/2014	1439
RPD	46.61.440	4Z0853967	9/11/2014	1430
RPD	46.61.440	4Z0846887	9/11/2014	0842
RPD	46.61.440	4Z0368278	9/11/2014	0753
RPD	46.61.440	4Z0875577	9/10/2014	0841
RPD	46.61.440	4Z0875576	9/10/2014	0824
RPD	46.61.440	4Z0768820	9/10/2014	0748
RPD	46.61.440	4Z0783689	9/11/2014	0756
RPD	46.61.440	4Z0625837	9/12/2014	1353
RPD	46.61.440	4Z0853978	9/12/2014	1347
RPD	46.61.440	4Z0853977	9/12/2014	1338
RPD	46.61.440	4Z0853976	9/12/2014	1328
RPD	46.61.440	4Z0835665	9/12/2014	0804
RPD	46.61.440	4Z0799090	9/12/2014	0742
RPD	46.61.440	4Z0853983	9/16/2014	1429
RPD	46.61.440	4Z0853984	9/16/2014	1450
RPD	46.61.440	4Z0853993	9/18/2014	1456
RPD	46.61.440	4Z0853991	9/18/2014	1435
RPD	46.61.440	4Z0851305	10/14/2014	1222
RPD	46.61.440	4Z0946522	10/14/2014	1434
RPD	46.61.440	5Z0577092	5/18/2015	0747
RPD	46.61.440	5Z0577093	5/18/2015	0755
RPD	46.61.440	5Z0529950	5/18/2015	1448
RPD	46.61.440	5Z0529951	5/18/2015	1527
RPD	46.61.440	4Z1006052	11/4/2014	0709
RPD	46.61.440	5Z0629340	5/26/2015	0730
RPD	46.61.440	4Z1007176	12/11/2014	1434
RPD	46.61.440	4Z1007183	12/12/2014	1333
RPD	46.61.440	4Z0953214	12/12/2014	0818
RPD	46.61.440	4Z1061833	12/16/2014	0742
RPD	46.61.440	4Z0743502	12/15/2014	0755
RPD	46.61.440	4Z1041167	12/18/2014	1441
RPD	46.61.440	4Z1007189	12/18/2014	1443
RPD	46.61.440	4Z1007163	12/3/2014	1429
RPD	46.61.440	4Z1050423	12/1/2014	1449
RPD	46.61.440	4Z1050426	12/2/2014	0832
RPD	46.61.440	4Z1050424	12/2/2014	0744
RPD	46.61.440	4Z1050427	12/2/2014	1456
RPD	46.61.440	4Z1050425	12/2/2014	0758

RPD	46.61.440	4Z1007157	12/2/2014 1452
RPD	46.61.440	4Z1041160	12/5/2014 1401
RPD	46.61.440	4Z1007167	12/5/2014 1350
RPD	46.61.440	4Z1007166	12/5/2014 1330
RPD	46.61.440	4Z0825620	12/5/2014 0830
RPD	46.61.440	4Z1050429	12/5/2014 0751
RPD	46.61.440	4Z1007169	12/9/2014 1436
RPD	46.61.440	4Z1041162	12/10/2014 1435
RPD	46.61.440	4Z1007170	12/10/2014 1431
RPD	46.61.440	4Z0908123	10/24/2014 0834
RPD	46.61.440	4Z0946579	10/30/2014 1430
RPD	46.61.440	4Z0946580	10/30/2014 1453
RPD	46.61.440	4Z0946578	10/30/2014 1430
RPD	46.61.440	4Z1007113	10/31/2014 1350
RPD	46.61.440	4Z0946586	10/31/2014 1336
RPD	46.61.440	5Z0646261	6/3/2015 0809
RPD	46.61.440	5Z0646262	6/3/2015 0820
RPD	46.61.440	5Z0596570	6/4/2015 0721
RPD	46.61.440	5Z0596571	6/4/2015 0738
RPD	46.61.440	5Z0661945	6/4/2015 0802
RPD	46.61.440	5Z0487124	6/4/2015 0721
RPD	46.61.440	4Z1050420	11/18/2014 0748
RPD	46.61.440	4Z1007133	11/18/2014 1050
RPD	46.61.440	4Z1007134	11/18/2014 1455
RPD	46.61.440	4Z1007138	11/19/2014 1435
RPD	46.61.440	4Z1007153	11/21/2014 1358
RPD	46.61.440	4Z1007151	11/21/2014 1338
RPD	46.61.440	5Z0067639	1/14/2015 1454
RPD	46.61.440	5Z0067638	1/14/2015 1441
RPD	46.61.440	5Z0067637	1/14/2015 1431
RPD	46.61.440	5Z0067641	1/15/2015 1443
RPD	46.61.440	5Z0076472	1/14/2015 0758
RPD	46.61.440	5Z0067642	1/15/2015 1453
RPD	46.61.440	5Z0067653	1/21/2015 1435
RPD	46.61.440	5Z0138786	1/22/2015 1437
RPD	46.61.440	5Z0067620	1/6/2015 1456
RPD	46.61.440	5Z0067624	1/7/2015 1442
RPD	46.61.440	5Z0067623	1/7/2015 1429
RPD	46.61.440	5Z0067802	1/8/2015 1444
RPD	46.61.440	5Z0067627	1/8/2015 1441
RPD	46.61.440	5Z0067633	1/9/2015 1334
RPD	46.61.440	5Z0067632	1/9/2015 1334
RPD	46.61.440	5Z0103568	1/12/2015 0832
RPD	46.61.440	5Z0067634	1/13/2015 1428
RPD	46.61.440	5Z0067635	1/13/2015 1434
RPD	46.61.440	5Z0138780	1/13/2015 0843
RPD	46.61.440	5Z0646267	6/9/2015 0835
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Address

STEVENS DR / WILSON ST, RICHLAND

GEORGE WASHINGTON WAY / VAN GIESEN ST, RICHLAND

100 KEENE RD, RICHLAND

SANFORD AVE / VAN GIESEN ST, RICHLAND

WELLHOUSE LOOP / WELLSIAN WAY, RICHLAND

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300 WELLSIAN WAY, RICHLAND

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GEORGE WASHINGTON WAY / VAN GIESEN ST, RICHLAND

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ELLIOT ST / WELLSIAN WAY, RICHLAND
IRY ST / THAYER DR, RICHLAND
LONG AVE / PUTNAM ST, RICHLAND
500 WELLSIAN WAY, RICHLAND
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MANSFIELD ST / STEVENS DR, RICHLAND
SWIFT BLVD / WRIGHT AVE, RICHLAND
RAILROAD ST / WELLSIAN WAY, RICHLAND
CANYON AVE / LESLIE RD, RICHLAND
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RESOLUTION NO. 185-15

A RESOLUTION of the City of Richland authorizing the submittal of an application to the Washington Traffic Safety Commission for a grant to provide funding towards the purchase of speed measuring devices.

WHEREAS, the Washington Traffic Safety Commission (WTSC) provides recurring grant funding to be used to enhance school zone safety; and

WHEREAS, the City of Richland is eligible to apply for this grant and is not required to provide matching funds; and

WHEREAS, a grant from WTSC would assist with the purchase of three (3) SpeedLaser S Standard traffic Lidar units.

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

Section 1. The designee of the Richland Police Department is authorized to make formal application to the Washington Traffic Safety Commission for grant assistance.

Section 2. Any grant assistance received will be used solely for the purpose of the enhancement of school zone safety.

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 6th day of October 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 186-15, Executing Collector Street Latecomer Agreement with Dream Builders, LLC

Department:
Public Works

Ordinance/Resolution Number:
186-15

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 186-15, authorizing the City Manager to execute a South Richland Collector Street Latecomer Agreement with Dream Builders, LLC.

Summary:

The South Richland Collector Street Impact Fee program, codified in Richland Municipal Code Section 12.03, distributes the cost of collector streets and arterial street intersection improvements, to all new development within the program boundaries. Fees are collected at the time a building permit is issued.

The projects funded by the program are constructed in one of two ways: 1) The City uses accumulated funds to construct the highest priority road system need from those projects remaining in the program list; or 2) a developer constructs a project as part of his development.

A developer who constructs a project listed in the program is eligible for reimbursement from program revenues. The first way this is accomplished is by crediting a portion or all of the impact fees that will be due from the development. If the cost of the project exceeds the total amount of impact fees to be collected from a development the developer is entitled to reimbursement from program revenues collected by the City.

Dream Builders, LLC, developed a residential subdivision within the program boundaries and constructed a segment of Melissa Street as part of the development. Melissa Street is an arterial collector street listed among the program projects. The cost of the street right of way, engineering, and construction exceeded the total value of impact fees to be collected as part of the Dwellings subdivision. Public Works staff have completed evaluation of the project costs and have prepared a latecomer agreement in accordance with Section 12.03 of the Richland Municipal Code.

Staff recommends approval of the agreement.

Fiscal Impact:
Yes

The total cost to be reimbursed to the developer will not exceed \$79,729 in 2015 dollars. The unpaid balance of the agreement will inflate by three percent (3%) per year. The source of the funds will be the South Richland Collector Street Impact Fee program. The agreement commits the City to reimburse the developer five percent (5%) of program revenues, so the City is only obligated to pay out of accumulated revenues.

Attachments:

1. Resolution No. 186-15 - Collector Street Latecomer Agreement
2. Latecomer Agreement - Dream Builders

RESOLUTION NO. 186-15

A RESOLUTION of the City of Richland authorizing the execution a collector street latecomer agreement with Dream Builders, LLC.

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

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

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

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

WHEREAS, the City has approved Dream Builders, LLC's proposed development, the preliminary plat of "The Dwellings," within the South Richland collector street assessment reimbursement area; and

WHEREAS, Dream Builders, LLC's proposed development includes the right-of-way for Melissa Street, an arterial collector street as defined within the South Richland Collector Street Financing Plan; and

WHEREAS, the City-approved conditions for Dream Builders, LLC's project includes the requirement to dedicate right-of-way, provide a design, and construct street improvements within the dedicated right-of-way; and

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

WHEREAS, Dream Builders, LLC has provided, and the City Engineer has reviewed and approved, calculations of the actual cost of the right-of-way, street construction and design fees for the streets required within Dream Builders, LLC's projects. The City Engineer has determined that these costs exceed the traffic impact fee obligation for Dream Builders, LLC's projects; and

WHEREAS, Dream Builders, LLC wishes to be reimbursed for costs in excess of the project's South Richland Collector Street Financing Plan fee obligation; and

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

WHEREAS, Chapter 35.72 of the Revised Code of Washington (RCW) authorizes the City to contract for construction of streets required to service development.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to Sign and execute the proposed South Richland Collector Street Latecomer Agreement with Dream Builders, LLC.

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 6th day of October, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

WHEN RECORDED RETURN TO:

City of Richland
City Engineer
P.O. Box 190
Richland, WA. 99352

SOUTH RICHLAND COLLECTOR STREET LATECOMER AGREEMENT

This agreement made this ____ day of _____, 2015 between the City of Richland, Washington, a municipal corporation, hereinafter called the "City" and Dream Builders, LLC, hereinafter called the "Developer."

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

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

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

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

WHEREAS, the City has approved the Developer's proposed development, the preliminary plat of "The Dwellings," within the South Richland collector street assessment reimbursement area; and

WHEREAS, the Developer's proposed development includes the right-of-way for Melissa Street, an arterial collector street as defined within the South Richland Collector Street Financing Plan; and

WHEREAS, the City-approved conditions for the Developer's project includes the requirement to dedicate right-of-way, provide a design, and construct street improvements within the dedicated right-of-way; and

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

WHEREAS, the Developer has provided, and the City Engineer has reviewed and approved, estimates of the cost of the right-of-way, street construction and design fees for the streets required within the Developer's projects. The City Engineer has determined that these costs exceed the traffic impact fee obligation for the Developer's projects; and

WHEREAS, the Developer wishes to be reimbursed for costs in excess of the project's South Richland Collector Street Financing Plan fee obligation; and

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

WHEREAS, Chapter 35.72 of the Revised Code of Washington authorizes the City to contract for construction of streets required to service development.

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

1. Arterial Collector Street - Acceptance by City:

The City has approved construction of that portion of Melissa Street (approximately 514 linear feet - see the attached improvement map). The City has accepted this street facility as a City street. After the construction warranty has expired, the City agrees to bear all further maintenance and operation costs of said street.

2. Cost of Streets:

The Developer has presented to the City Engineer documentation showing the right-of-way and construction cost of said street, and the City Engineer has reviewed the documents submitted. The parties agree that the total cost of said street is \$121,168.70, consisting of the following:

Melissa Street Right-of-Way	\$ 64,939.90
Melissa Street Engineering costs	\$ 1,965.60
<u>Melissa Street Construction</u>	<u>\$ 54,263.20</u>
Total Construction cost	\$ 121,168.70

The cost for Melissa Street construction has been adjusted to account for the fact that the City and Developer agreed to allow direct driveway access to a portion of the north half of Melissa Street within "The Dwellings" final plat, making that portion of Melissa Street adjacent to those lots ineligible for reimbursement through the South Richland Collector Street Financing Plan. The corrected value was determined as follows:

352-feet of half-street is ineligible for inclusion into the latecomer as it has driveways onto it (the frontage of lots 2, 3, 4 and 5 totals 352-feet). This portion of Melissa is 34.2% of the total street constructed with this project, therefore the corrected Melissa Street value is:
 $\$121,168.70 \times 0.342 = \$41,439.70$
 $\$121,168.70 - 41,439.70 = \mathbf{\$79,729.00}$

3. Payments required:

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

4. Repayment:

The City agrees to reimburse the Developer as follows:

- 1) The City will pay the Developer 5% of the traffic impact fee revenue from the South Richland Collector Street Fund collected in Zone 2 beginning July 1, 2015. Payments will be made on or before the last day of each quarter (i.e. March 31, June 30, September 30, and December 31). Payments will commence with the quarter following the date of execution of this Agreement.
- 2) After City Council approval of any future final plat completed by the Developer within the impact fee area, the Developer may direct in writing, the City to waive the South Richland Collector Street Impact fees for that plat and credit that amount against the City's obligation under this agreement.
- 3) Total payments to the Developer from the South Richland Collector Street Fund will not exceed \$79,729.00, as adjusted by inflation on the unpaid balance. The City shall, no later than June 30 of each year, adjust the unpaid balance 3%.

5. Term:

This agreement shall continue in force and effect for the greater of fifteen (15) years from the date first above written or until the latecomers fee is paid in full.

6. Recording:

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

7. Governing Law/Forum Selection:

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The Parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement.

8. Severability:

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

CITY OF RICHLAND

DEVELOPER

Cynthia D. Reents, ICMA-CM Date

Name: Date

Attest:

Marcia Hopkins, City Clerk

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Authorize Travel for Mayor Rose and Councilmembers Thompson and Christensen to Attend the Energy Communities Alliance (ECA) Intergovernmental Meeting, November 17-20, 2015.

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Motion to authorize travel for Mayor Rose and Councilmembers Thompson and Christensen to attend the Energy Communities Alliance (ECA) Intergovernmental Meeting in New Orleans, LA, November 17-20, 2015.

Summary:

The Energy Communities Alliance 2015 Intergovernmental meeting with the U.S. Department of Energy occurs November 18-19, 2015, in New Orleans, LA. The meeting will provide opportunities for increased communication and coordination with DOE and among states, tribes and local communities affected by the ongoing cleanup of the nuclear weapons complex. Meeting attendees will have the opportunity to hear from and have discussions with officials from DOE's Office of Environmental Management (EM) and other senior officials within the DOE and other relevant federal agencies.

The meeting will feature a variety of presentations and roundtable discussions among state, tribal, local and federal government representatives on a variety of topics related to the cleanup of the DOE nuclear weapons complex. Participating groups will meet individually on the morning of Wednesday, November 18th and jointly with DOE for breakout sessions in the afternoon. The full plenary meeting will begin the morning of Thursday, November 19th and conclude midday on Friday, November 20th.

Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Councilmembers request permission for out-of-state travel, when expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact:

Total estimated expenses for both Mayor Rose and Councilmember Thompson to attend are \$5,061. Expenses for this meeting are not reimbursed by ECA. There are enough funds in Council's travel and tuition line items to cover expenses.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/06/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from September 7, 2015 - September 25, 2015 for \$10,598,972.44 including Check Nos. 226790-227408, Wire Nos. 5984-5997, Payroll Check Nos. 100123-100153, and Payroll Wire/ACH Nos. 9123-9158

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from September 7, 2015, to September 25, 2015 in the amount of \$10,598,972.44.

Summary:

Breakdown of Expenditures:

Check Nos.	226790-227408	2,112,651.62
Wire Nos.	5984-5997	4,062,111.73
Payroll Check Nos.	100123-100153	52,200.54
Payroll Wires/ACH	9123-9158	4,372,008.55
TOTAL		\$10,598,972.44

Fiscal Impact:

Yes

Total Disbursements: \$10,598,972.44. Disbursement (wire transfers) includes purchase power in the amount of \$3,371,058.00.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
SEPTEMBER 7, 2015 - SEPTEMBER 25, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 5984 to 5997		
Bonneville Power Administration	Purchase Power	3,371,058.00
Conover	Section 125	7,006.13
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,203.00
Richland Golf Management Corporation	Col. Pt. Operating Reimb 9/15	123,577.70
Richland Public Facilities District	Transfer to PFD Operating Acct	28,000.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	531,266.90
	Total Claim Wire Transfers	\$ 4,062,111.73
Payroll Wires & Direct Deposits (ACH) - Wire No. 9123 to 9158		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 4,372,008.55
Total Claim & Payroll Wires/ACH		\$ 8,434,120.28

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



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BANK OF AMERICA		15080065682	227391	BANK ANALYSIS FEES	\$1,977.54
BEN FRANKLIN TRANSIT		2015323	226950	DIAL A RIDE TICKETS AUGUST	\$48.00
BENTON COUNTY TREASURER		0815BC	226953	CRIME VICTIMS BCDC AUG15	\$1,130.69
RECWARE REFUND		090415	227390	REFUND CLASS	\$17.39
				REFUND REC ROOM CHANGE	\$43.75
			227394	REFUND REC ROOM CHANGE	\$43.75
				REFUND CLASS	\$17.39
		091415	227387	REFUND DAMAGE DEPOSIT	\$200.00
			227394	REFUND DAMAGE DEPOSIT	\$200.00
TALENT WISE INC		93324131	227352	BACKGROUND CHECKS-AUG	\$48.00
WASHINGTON STATE PATROL		116001398	227375	BACKGROUND CHECKS-AUGUST 2015	\$457.25
WASHINGTON STATE TREASURER		0815WS	227060	FINES & FORFEITURES BC-AUG15	\$50,013.00
WEBCHECK INC		5245	227063	WEBCHECK SRVC AUG 15	\$1,068.62
UNASSIGNED TOTAL ****					\$55,265.38
Division: 001 CITY COUNCIL					
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$42.39
BANK OF AMERICA		TXN00022928	227215	SAFEWAY-MTG-RFRSHMTS-BDGMTGTS	\$96.08
		TXN00022974		Councilmember Jones Retirement	\$69.50
		TXN00022996		CHAMBER-NETWK LNCH_PL_8-26	\$20.00
		TXN00023044		CHAMBER-NETWK LNCH_TC_8-26	\$20.00
		TXN00023152		Council Member Refreshments	\$35.38
PARADISE BOTTLED WATER CO		8/15-CITYATTORNEY	227324	BOTTLED WATER	\$12.12
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$31.53
VERIZON WIRELESS		9720899105	226851	COUNCIL IPAD USAGE	\$155.94
CITY COUNCIL TOTAL ****					\$482.94
Division: 100 CITY MANAGER					
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$28.11
BANK OF AMERICA		TXN00022820	227215	FAT OLIVES-CM-CC_MO-MTG_TRNG-C	\$26.07
		TXN00022997		ICMA-CONF REG_CR_SEPT 27-30	\$720.00
		TXN00023125		HARRINGTON'S-PIC TAG NAMPLTS-C	\$37.25
		TXN00023128		TARGET -CM PIC-CMGR CONF RM	\$3.14
		TXN00023134		WALGREENS-CM PIC-CMGR CNF RM	\$2.60
		TXN00023154		EL PORTON-CK-CR_CIP BUDGET PRE	\$25.83
		TXN00023204		UNITED WAY-LIVE UNITD BKFST-CR	\$20.00
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$5.41
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$47.97
CITY MANAGER TOTAL ****					\$916.38



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 101 CITY CLERK					
CODE PUBLISHING INC		50721	226969	RMC ORDINANCE UPDATES	\$409.03
		50806	227263	RMC ORDINANCE UPDATES 8/15	\$186.36
		50839		RMC ORDINANCES ELECTRONIC UPDA	\$893.35
PARADISE BOTTLED WATER CO		8/15-CITYATTORNEY	227324	BOTTLED WATER	\$3.04
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$18.15
TRI CITY HERALD	S016540	186850-01	227364	VOLUNTEER TO SERVE ON COMMITTEE	\$304.10
	S016541	1877930		PHN 081815 - RES RAN ON 8/16/1	\$49.44
	S016541	1888334		ORD NO 38-15 - 080515 - COMM D	\$32.13
	S016541	1888570		ORD NO 41-15 - 080515 - PW RAN	\$27.19
	S016541	1913245		MTG NOTICE 082515 - COUNCIL RA	\$32.13
	S016541	1915390		ORD NO 43-15 081815 - PW RAN O	\$34.61
	S016541	1915633		ORD NO 44-15 081815 - CDS RAN	\$32.13
	S016541	1915810		ORD 45-15 081815 - COMM DEV RA	\$46.96
	S016541	1916054		ORD NO 46-15 081815 - CDS RAN	\$27.19
	S016541	1916081		ORD NO 47-15 081815 - PPF RAN	\$32.13
	S016541	1933113		MTG NOTICE 090115 - COUNCIL SP	\$32.13
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$31.22
CITY CLERK TOTAL ****					\$2,191.29
Division: 102 CITY ATTORNEY					
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$28.11
BANK OF AMERICA		TXN00022876	227215	WSAMA Fall Conference - Kintzl	\$235.00
		TXN00022953		Record Ordinance	\$78.00
		TXN00023002		WAPRO Fall Conference - Fulton	\$140.00
		TXN00023013		MEDIATION -AIRFARE - KINTZLEY	\$204.20
		TXN00023049		COURT RECORDS	\$31.20
		TXN00023067		COURT RECORDS CREDIT	(\$30.00)
		TXN00023214		SHARED VALUES - P. ROE	\$25.00
BELL BROWN & RIO PLLC		679	226949	PROSECUTION SRVCS-SEPTEMBER	\$21,205.40
KENYON DISEND PLLC		183271	227004	NEW CINGULAR WIRELESS	\$100.77
		183272		FRONTIER COMM V COR	\$2,640.00
		183273		BROKERED NATURAL GAS TAX	\$385.00
		183274	227306	CODE ENFORCEMENT	\$7,213.34
MENKE JACKSON LAW FIRM		8/2015-021	227315	DUANE SMITH SITE PLAN	\$58.50
		8/2015-031		LITTLE BADGER MT TRANSACTION	\$107.50
		8/2015-065		GENERAL (CITY ATTY)	\$1,692.70
PARADISE BOTTLED WATER CO		8/15-CITYATTORNEY	227324	BOTTLED WATER	\$3.04
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$40.36
XEROX CORPORATION		081181721	227070	W7855 BASE CHG/PRINTS MAY	\$34.09
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$49.68



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY ATTORNEY TOTAL ****					\$34,241.89
Division:	110	ASSISTANT CITY MANAGER			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$28.11
BANK OF AMERICA		TXN00022834	227215	THE UPS STORE-SGR-PRESENTATION	\$22.10
		TXN00023046		ALBERTSONS-KTCHN SPLY-ANNEX	\$19.53
PARADISE BOTTLED WATER CO		8/15-CITYATTORNEY	227324	BOTTLED WATER	\$3.04
XEROX CORPORATION		081181721	227070	W7855 BASE CHG/PRINTS MAY	\$217.95
				W7855 BASE CHG/PRINTS MAY	\$34.10
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$32.59
ASSISTANT CITY MANAGER TOTAL ****					\$357.42
Division:	111	COMMUNICATIONS & MARKETING			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$62.45
BANK OF AMERICA		TXN00022919	227215	CHEESE LOUISE-CITY FR-NNO-PROM	\$20.00
		TXN00022924		ROSYS ICE CREAM-CTY FR-NNO-PRO	\$5.00
		TXN00022943		ROSYS ICE CREAM_CITY-FR_NNO_PR	\$20.00
		TXN00022948		ROSYS ICE CREAM-CITY-FR_NNO_PR	\$5.00
		TXN00022950		FROST ME SWEET-CTY-FR_NNO_PROM	\$25.00
		TXN00023077		CHAMBER-NETWK LNCH_TH_8-26	\$20.00
PARADISE BOTTLED WATER CO		8/15-COMM/MRKTG	227324	BOTTLED WATER	\$56.50
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$5.91
TRI CITY HERALD	S016521	14259640	227049	ECO-CANDIDATE GREEN LIVING AWA	\$544.99
	S016521	14274160		DEDICATION & GRAND OPENING STA	\$324.40
	S016521	14282150		NATIONAL NIGHT OUT & CITY FAIR	\$156.15
	S016540	1868496-01	227364	NATIONAL NIGHT OUT AND CITY FA	\$319.31
XEROX CORPORATION		081181738	227383	C75 PRINTSHOP LEASE	\$384.75
		081181739		C75 PRINTSHOP-COPIER-LSE-FIERY	\$140.31
		081181740		C75 PRINTSHOP LEASE	\$425.39
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$12.11
				PHONE CHARGES 8/23-9/22/15	\$11.99
				PHONE CHARGES 8/23-9/22/15	\$0.26
COMMUNICATIONS & MARKETING TOTAL ****					\$2,539.52
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00023010	227215	TELEPROMPTER PEOPLE TELEPRMPTR	\$1,996.00
		TXN00023018		APPLE -iPad Air WiFi	\$866.63
		TXN00023221		PROMPTER PEOPLE CREDIT TELPRMT	(\$998.00)
THE BUSKE GROUP		13917	227044	PROFESSIONAL HOURS AUGUST 2015	\$3,272.43
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$13.29
CABLE COMMUNICATIONS TOTAL ****					\$5,150.35
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00023015	227215	DELTA AIR-ECA PE_DC-SEPT27-OCT	\$765.20



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00023019	227215	TRAVL LDRS-FEE-ECA PE-SEPT/OCT	\$35.00
PARADISE BOTTLED WATER CO		8/15-CITYATTORNEY	227324	BOTTLED WATER	\$1.52
XEROX CORPORATION		081181721	227070	W7855 BASE CHG/PRINTS MAY	\$34.09
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$8.64
HANFORD COMMUNITIES TOTAL****					\$844.45
Division: 120 FIRE					
ALLIANCE COMMUNICATION CABLES INC	P055502	00003-00567868	227210	FREIGHT	\$300.63
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$28.11
BANK OF AMERICA		TXN00022837	227215	HOME DEPOT - SHWR CDY, GRBG CN	\$117.13
		TXN00022855		ACCENT SIGNS-SPANISH FW SIGNS	\$211.77
		TXN00022873		WITMER PUB SFTY - H20 EXTNGSHR	\$117.58
		TXN00022877		ELKHART BRASS - JAFFREY REBLD	\$467.60
		TXN00022890		BASECAMP - AUG SUB FEES	\$50.00
		TXN00022907		STAPLES - ST 74 OFFICE SUPP'S	\$112.44
		TXN00022923		AMAZON - STATION TONER (3)	\$317.37
		TXN00022942		AMAZON - HNDHLD SPOTLIGHT	\$49.95
		TXN00022945		STAPLES - ST 74 DESK ORGNZRS	\$24.28
		TXN00022970		PEMBERTON OUTFTRS - ICE CHESTS	\$432.23
		TXN00022982		DE WILLIAMS - HELMET SHIELDS	\$1,104.80
		TXN00022985		STAPLES - JATC BINDERS, DIV'S	\$210.80
		TXN00023028		COSTCO - ST 74 CLEANING SUPP'S	\$45.89
		TXN00023031		SEAWESTERN - FOAM NOZZLES	\$464.66
		TXN00023054		AMAZON - ST 72/73 LETTER TRAYS	\$49.80
		TXN00023066		AMAZON - PROJECTOR MOUNT	\$53.95
		TXN00023068		STAPLES - LABEL TAPE, ORGNZR	\$72.28
		TXN00023075		BASIN DEPT STORE - OVERALLS	\$210.62
		TXN00023076		THE BUNKER - OVERALLS W/NAMES	\$482.94
		TXN00023080		BASIN DEPT STORE - RETURN	(\$210.62)
		TXN00023137		STAPLES - KEY TAGS, COPY PAPER	\$125.41
		TXN00023179		WITMER PUB SFTY - HELMETS (3)	\$987.15
BENTON RURAL ELECTRIC ASSOCIATION		7/15-74170526	226957	COLLINS RD RADIO TOWER-ELECTRI	\$26.94
CHARTER COMMUNICATIONS		8/15-11253 SUB B	226965	PERRY MONUMENT RD RENT-SEPT	\$716.44
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$7,509.64
EAGLE PRINTING & GRAPHIC DESIGN INC	S016520	41738	226978	PC61T NAVY TALL T-SHIRTS	\$1,057.49
	S016520			SCREENS FIREFIGHTER	\$54.30
	S016520			4850MP SWEATPANT NAVY FIREFIGH	\$165.62
	S016520			ST310 NAVY SHORT FIREFIGHTER	\$293.22
	S016520			PC61 NAVY T-SHIRTS - MEDIUM	\$166.97
FARMERS EXCHANGE		153339	226981	REPAIR CHAINSAW	\$176.78
FRONTIER		8/15-253-004-5365	226987	SILVER CLOUD PHONE LINE	\$66.64
MALLORY SAFETY & SUPPLY LLC		3964836	227011	FIREADE FOAM CONCENTRATE	\$923.10



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARADISE BOTTLED WATER CO		7/15-FIRE ST 71	227022	BOTTLED WATER	\$106.74
		7/15-FIRE ST 72		BOTTLED WATER	\$111.39
		7/15-FIRE ST 73		BOTTLED WATER	\$51.84
		7/15-FIRE ST 74		BOTTLED WATER	\$28.99
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$6.11
RICHLAND ACE HARDWARE		210077	226843	DUCT TAPE	\$4.33
		210085		HEX KEY SET	\$7.59
		210118		CHAIN SAW SPARK PLUGS	\$15.86
		47748		FASTENERS	\$7.47
		47779		ROUND MOLDING FASTENERS	\$26.85
		47897		ARMOR ALL/FEBREEZE	\$22.76
SEA WESTERN INC	P055645	186111	227035	ADJUST SALES TAX	(\$0.01)
	P055645			HAIX FIRE HUNTER EXTREME LEATH	\$1,368.36
	P055645			SHIPPING	\$19.01
	P055645			PROTECH TITAL STRUCTURAL	\$409.97
	P055645	186332		HAIX FIRE HUNTER EXTREME LEATH	\$342.09
	P055645			SHIPPING	\$39.06
UNITED PARCEL SERVICE	S016534	000986641375	227193	GROUND PKG TO ICOM AMERICA FOR	\$10.50
US CELLULAR		2015072790	227055	VHF TOWER FEES	\$270.40
VERIZON WIRELESS		9749241765	227056	MDT WIRELESS CHRGS 7/20-8/19	\$336.08
WROOLIE, MICHAEL		15-402 WROOLIE	227382	15-402 PLAN REVIEW FIRE SPRNK	\$343.17
XEROX CORPORATION	P055393	080457659	227383	SALES TAX ADJUST	\$0.01
	P055393			PRINTER, WORKCENTRE 3325DN, XE	\$596.21
	P055739	080755032		OFFICE COPIER LEASE/USAGE (JUL	\$340.32
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$176.27
FIRE TOTAL ****					\$21,625.28
Division:	130	POLICE			
101 CLEANERS		8/15-9427360	227204	UNIFORM LAUNDRY SRVCS-AUG	\$508.16
3SI SECURITY SYSTEMS INC		0000384875	226791	TRACKER ANNUAL USAGE	\$443.09
AMERICAN MESSAGING SERVICES LLC		W4100724PI	226795	PAGER RENTAL-SEPT 2015	\$45.54
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$2,943.91
BANK OF AMERICA		TXN00022826	227215	STAPLES - 4GB FLASH DRIVES	\$48.86
		TXN00022843		FRED-MEYER BOX CUTTERS	\$8.64
		TXN00022848		AMAZON -DUAL USB PORT	\$19.23
		TXN00022850		EAGLE PRINTING -BADGE STICKERS	\$255.17
		TXN00022855		ACCENT SIGNS-SPANISH FW SIGNS	\$211.77
		TXN00022857		LEED - FLASHLIGHT POUCH	\$46.19
		TXN00022859		AMAZON - CELL WALL CHARGER	\$12.45
		TXN00022862		STAPLES - LABELS/CD SLEEVES	\$168.78
		TXN00022875		UPS INV 0000002654EE315	\$112.19
		TXN00022886		SERVPRO OF TRICITIES W -VEHICL	\$135.75



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00022917	227215	FRED-MEYER -SURGE OUTLET	\$12.59
		TXN00022973		UPS INV 0000002654EE325	\$20.69
		TXN00022986		DELL-DELL TABLET DOCK	\$117.06
		TXN00022987		THE HOME DEPOT #4746 - SOLVENT	\$15.02
		TXN00022988		SPORTSMANS WAREHOUSE -BOOTS JE	\$130.31
		TXN00022989		GRIGGS ACE HARDWARE - COVER BO	\$3.89
		TXN00022991		STAPLES - RISERS/LBLS/TONER/LA	\$223.03
		TXN00022999		THE HOME DEPOT -PVC PIPE/LUBRI	\$31.22
		TXN00023005		STAPLES - 2PKT POLY SLASH JACK	\$54.30
		TXN00023009		RONANTOOLS - MULTI-CUT 301	\$86.51
		TXN00023011		MCMaster-CARR - CUSHIONING WAS	\$12.48
		TXN00023020		URM CASH AND CARRY - CUPS/PLAT	\$65.31
		TXN00023034		SIRCHIE -PORELON PAD	\$181.17
		TXN00023036		SUNWEST SPORTSWEAR - VIPS POLO	\$190.75
				SUNWEST SPORTSWEAR ADMIN POLOS	\$116.12
		TXN00023061		NORCAN - 2015 CONF REG	\$430.00
		TXN00023062		UPS INV 0000002654EE335	\$27.64
		TXN00023084		OFFICE DEPOT -PORTABLE PRINTER	\$286.66
		TXN00023131		UNITED -BAGGAGE FEE JUDGE 15	\$25.00
		TXN00023146		STANDARD PRINTING COMPANY -TAR	\$104.72
		TXN00023150		STAPLES - 16GB THUMB DRIVES	\$115.01
		TXN00023163		UPS INV 0000002654EE345	\$17.83
		TXN00023170		THE HOME DEPOT -RANGE SUPPLIES	\$82.12
		TXN00023173		SUNWEST SPORTSWEAR - POLO EMBR	\$58.77
		TXN00023188		TRI-TECH/NATIONAL LAW - DNA KI	\$236.49
		TXN00023193		STAPLES - ANTI GLARE SCREEN	\$101.42
		TXN00023205		ADIDAS ONLINE -BOOTS HESLA	\$190.06
		TXN00023213		STAPLES -BLK BINDERS	\$47.21
		TXN00023225		SPRINGHILL SUITES - JUDGE 15-3	\$490.90
		TXN00023232		USAIRWAYS -BAGGAGE FEE JUDGE	\$25.00
BENTON COUNTY SHERIFF'S OFFICE		CELLEBRITE2015	226798	CELLEBRITE ANNUAL SUPPORT	\$319.72
BLUMENTHAL UNIFORM CO	P055539	152048	226958	SHIPPING	\$11.95
	P055539			UVS102 SHIRT SS UNDER VEST NAV	\$86.77
	P055539			SEW EMBLEM EACH SLEEVE	\$4.34
CAR WASH PARTNERS INC DBA		110102	227252	RPD VEHICLE WASHES-AUG 2015	\$4.90
CHARTER COMMUNICATIONS		8/15-180070309703	226805	RPD INTERNT SRVCS-8/29-9/28/15	\$60.37
CITY OF KENNEWICK		011831	227258	SIEZED US CURNCY CANO TF14-052	\$10,000.00
CITY OF OAK HARBOR		HC101509	227259	HOMICIDE CLASS-STOHEL 15-398	\$225.00
CITY OF RICHLAND		5/2015-1903	227089	#1903-LANDFILL USAGE MAY 2015	\$30.00
		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$3,585.27
DAY MANAGEMENT CORPORATION DBA		392007	226811	RADIO REPAIRS H18UCH9PW7AN	\$274.21



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DAY MANAGEMENT CORPORATION DBA		392353	226811	LISTEN ONLY EARPIECE	\$70.60
FASTENAL COMPANY		WARIC51865	226813	WOOD SCREWS/TOOL BITS	\$4.71
FRONTIER	S016522	8/15-206-188-2614	226987	TELEPHONE CHARGES 8/19/15-9/18	\$64.07
	S016538	9/15-253-003-5792	227283	TELEPHONE CHARGE 9/7/15-10/6/1	\$636.63
GOLDEN ENGINEERING INC	P055572	702383	226816	LABOR 1/2 HOUR & TESTING	\$240.00
	P055572			2300050 XRS-3 SPARK GAP ASM VE	\$275.00
	P055572			2200000 TUBE ASM 4.2" LONG 3 L	\$275.00
	P055572			REPAIR XRS3 SN:2424 CASE #4	\$75.00
	P055572			SHIPPING CHARGES	\$25.00
GROW, ALISHA		15-380 GROW	227289	15-380-SEATTLE PD/BAIR ANALYS	\$20.00
		15-396 GROW		15-396 MEETING-MICROSOFT	\$71.00
		15-413 GROW		15-413 ACCENTURE MTG-SEATTLE	\$58.00
IDEAL SUPPLY INC DBA	P055586	77829	226820	#5280 MAGNUM MICRO DISRUPTER K	\$3,322.25
	P055586			ESTIMATED FREIGHT	\$24.21
LEEDWAY LLC	P055462	ML08191502	226825	OC-SCA-NVY-M SAFARILAND OREGON	\$217.15
	P055462			ADJUST FOR TAX	(\$0.01)
	P055462			FREIGHT	\$16.29
MICROSOFT CORPORATION		E05001A3AO	226831	SHAREPOINT ONLINE 7/5-8/4/15	\$618.00
MOON SECURITY SERVICES INC		780308	226833	RPD RANGE MONITORING-SEPT	\$59.90
OXARC INC		F326084	226835	FIRE EXT ANNUAL MAINT	\$69.50
		R363088	227322	OXYGEN CYLINDER RENTAL	\$8.00
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$17.15
				POSTAGE 8/1/15-8/31/15	\$348.29
RECALL SECURE DESTRUCTION SERVICES INC		7346001183	227330	SHREDDING SRVCS-AUG	\$149.65
RIVER CITY TOWING INC		14211	227339	TOW CHARGE	\$48.87
		14226		TOW CHARGE	\$48.87
SOUND UNIFORM GROUP LLC	P055159	16019	227345	UNDER ARM ZIPPERED VENTS	\$81.45
	P055159			SHIPPING	\$20.09
	P055159			ZIPPERED "A" POCKETS	\$39.10
	P055159			SUMMER JUMPSUIT JMP93LTDN DRK	\$1,140.30
	P055159			EMBROIDERED NAME TAG-LAST NAME	\$26.06
TRANS UNION RISK & ALTERNATIVE DATA		8/15-204527	227046	RECORDS SEARCH	\$110.00
TRI CITY HERALD	S016521	14282150	227049	NATIONAL NIGHT OUT & CITY FAIR	\$300.00
VERIZON WIRELESS		9750935640	226851	DATA CHARGES 8/20-9/19	\$1,440.97
VISTELAR LLC		26624	227372	VDI INSTRUCTOR DUES-DOSS	\$199.00
XEROX CORPORATION		081181729	227383	W7225PT BASE CHG/PRINTS-AUG	\$224.60
		081181730		W7225PT BASE CHG/PRINTS-AUG	\$229.12
		081181731		W7225PT BASE CHG/PRINTS-AUG	\$237.18
		081181732		W7855PT BASE CHG/PRINTS-AUG	\$516.33
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$6.60
				PHONE CHARGES 8/23-9/22/15	\$296.09



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POLICE TOTAL ****					\$34,691.56
Division:	210	ADMINISTRATIVE SERVICES			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$31.86
BANK OF AMERICA		TXN00022840	227215	KRISPY KREME-ASD TEAM MTG SUPP	\$65.14
		TXN00022908		ISLA BONITA-ASD MTG-CK/AP/MF	\$42.42
		TXN00022937		TARGET-ASD SHARED VALUES	\$28.24
		TXN00023016		STAPLES-CALCULATOR	\$157.87
		TXN00023087		FRED-MEYER-BUDGET MTGS SUPPLS	\$25.14
		TXN00023113		SUBWAY-BUDGET MTG LNCH-CK/CR/J	\$41.38
		TXN00023157		FRED-MEYER-BUDGET MTGS SUPPLS	\$22.99
		TXN00023195		WENDY'S-BUDGET MTGS-CR/CK/JM	\$16.12
PARADISE BOTTLED WATER CO		8/15-ADMIN SRVCS	227022	BOTTLED WATER	\$10.15
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$19.34
ADMINISTRATIVE SERVICES TOTAL ****					\$460.65
Division:	211	FINANCE			
ALLEN, BRANDON		15-307 ALLEN	227209	15-307-WFOA CONF-B ALLEN	\$720.08
BANK OF AMERICA		TXN00022864	227215	FRED-MEYER-CITY FAIR 2015 SUPP	\$21.78
		TXN00022936		STAPLES-FINANCE PAPER	\$71.89
		TXN00023016		STAPLES-TONER-PAPER-PENS	\$561.89
				STAPLES-RIBBON-TONER-FILES	\$254.25
		TXN00023051		WFOA-DBUCKLEY FED GRNT TRNG	\$125.00
		TXN00023111		STAPLES-FINANCE PAPER	\$71.89
		TXN00023229		GFOA-ANNUAL MEMBERSHIPS (3)	\$595.00
COLLECTORSOLUTIONS INC		2015180	226970	MERCHANT SRVC CHRGS AUG 15	\$28,003.46
COLUMBIA INDUSTRIES SUPPORT LLC		0025558	227265	ON SITE SHREDDING WO 29259	\$29.87
		0025809		ON SITE SHREDDING WO #29228	\$9.95
GARDA CL NORTHWEST INC		10130265	226988	ARMORED CAR SRVCS AUG 2015	\$409.09
		20102925	227285	EXCESS LIABILITY AUG 2015	\$310.68
PARADISE BOTTLED WATER CO		8/15-ADMIN SRVCS	227022	BOTTLED WATER	\$20.31
				BOTTLED WATER	\$47.64
PIERCE COUNTY CLERK'S & FINANCE OFFICER'S		PCCFOA COURSE	227025	KISON-PCCFOA COURSE	\$125.00
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$1,417.99
				POSTAGE 8/1/15-8/31/15	\$1,005.85
POSTMASTER		BOX 190/2016	227169	ANNUAL FEE FOR PO BOX 190	\$530.00
		PERMIT 153-9/11	227028	POSTAGE 8/19/15 TO 9/11/2015	\$9,206.84
REDSSON LTD		191018	227331	PORTAL SERVICE LOCATES-AUG	\$258.00
RETAIL LOCKBOX INC		1508 4812	227031	UB PYMT PROCESSING AUG 15	\$2,194.21
SUCHY, BRANDON		15-298 SUCHY	227349	15-298-WFOA CONF-SUCHY	\$999.53
XEROX CORPORATION		081181733	227383	W7855PT BASE CHG/PRINTS-AUG	\$381.47
		081181734		W7225PT BASE CHG/PRINTS-AUG	\$167.89



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$128.33
				PHONE CHARGES 8/23-9/22/15	\$0.21
				PHONE CHARGES 8/23-9/22/15	\$73.46
FINANCE TOTAL ****					\$47,741.56
Division:	212	PURCHASING			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$15.44
BANK OF AMERICA		TXN00022845	227215	NIGP - E Text Books for Traini	\$228.00
		TXN00023127		HORIZON DIST/TIE DOWN RATCHETS	\$25.06
		TXN00023223		OFFICE DEPOT PAPER,PENS,LABELS	\$59.53
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$771.09
GRAINGER	S016539	9841721633	227288	POWER CORD ITEM #5XFN7	\$15.30
ORKIN EXTERMINATING INC	S016501	101563405	227321	PEST CONTROL SERVICES FOR BUIL	\$48.87
	S016501			PEST CONTROL SERVICES FOR BUIL	\$48.87
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$10.02
REXEL INC DBA		H672119	227335	DUCT RACEWAY,ADHESIVE BACK	\$12.75
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$42.02
				PHONE CHARGES 8/23-9/22/15	\$57.49
PURCHASING TOTAL ****					\$1,334.44
Division:	213	INFORMATION TECHNOLOGY			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$312.25
BANK OF AMERICA		TXN00022819	227215	AMAZON-HARDDRIVE RPLCMT	\$89.00
		TXN00022895		GODADDY- Domain Renewals	\$172.48
		TXN00022905		PROJECT MGMT INSTITUTE - TESTI	\$200.00
		TXN00022916		PROJECT MGMT INSTITUTE/EXAM FE	\$200.00
		TXN00022931		AMAZON -PTOUCH LABELER	\$57.56
		TXN00023063		ABADAN-Plotter Paper	\$179.52
		TXN00023092		WEBEX-WEBEX SERVICES	\$26.06
		TXN00023106		AMAZON-TRAINING BOOKS	\$178.32
		TXN00023114		NEWEGG-TRANSITION NW CONVERTER	\$474.65
		TXN00023148		STAPLES - OFFICE SUPPLY	\$22.57
		TXN00023162		STAPLES - OFFICE SUPPLY	\$131.87
		TXN00023165		MICROSOFT - TECHNICAL SUPPORT	\$1,999.00
		TXN00023194		PAYPAL-ELGL-JMA_10-23-15	\$77.87
				PAYPAL-ELGL-TH_10-23-15	\$77.87
CASELLE INC	P054763	67747	226962	ANIMAL LICENSE FEE PAID MONTHL	\$169.33
COST TREE LLC	P055696	1050	226974	MY CAP PARTNER CONSULTING, 5 H	\$1,250.00
	P055696			ANNUAL LICENSE AGREEMENT, ANNU	\$3,500.00
DAILY JOURNAL OF COMMERCE	S016528	3304388	227270	RFP ERP CONSULTING SERVICES: G	\$162.80
MID COLUMBIA ENGINEERING INC	P054872	ST007734	227015	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
TRI CITY HERALD	S016541	1927358	227364	RFP ERP CONSULTING SERVICES	\$142.48



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P054888	9750889326	226851	WIRELESS CHARGES FOR DATA FOR	\$80.02
XEROX CORPORATION		081181726	227383	W7855PT BASE CHG/PRINTS-AUG	\$86.67
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$241.67
ZAYO GROUP HOLDINGS INC DBA	P054925	9/2015-008113	227071	INTERNET FEES ANNUAL COST	\$757.31
INFORMATION TECHNOLOGY TOTAL ****					\$10,732.30
Division:	220	HUMAN RESOURCES			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$41.85
BANK OF AMERICA		TXN00022903	227215	Amazon.com - Credit (Returned	(\$142.73)
		TXN00022922		STAPLES - Office Supplies	\$55.64
		TXN00023038		STAPLES - Office Supplies (cor	\$289.84
		TXN00023050		CHARTCOURSE.COM - "Ice Breaker	\$30.90
BI STATE OCCUPATIONAL SAFETY & HEALTH		1799-B	227248	DOT EXAMS/LOGGING/MEDICAL	\$1,200.00
COLUMBIA INDUSTRIES SUPPORT LLC		0025948	227265	ON SITE SHREDDING-64 GALLON	\$39.14
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$3.99
TALENT WISE INC		93324131	227352	BACKGROUND CHECKS-AUG	\$210.00
TRANS UNION LLC		08551150	227360	CREDIT REPORTS-AUGUST	\$27.96
TRI CITY HERALD	S016541	1871663	227364	NPH 2015-2017 COLLECTIVE BARGA	\$39.55
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$69.43
HUMAN RESOURCES TOTAL ****					\$1,865.57
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$98.42
BANK OF AMERICA		TXN00022867	227215	FRED-MEYER-CITY FAIR NNO PRIZE	\$13.97
		TXN00023228		FAT OLIVES - KJENSEN LUNCH MTG	\$31.10
JENSEN, KERWIN		15-336 JENSEN	227299	15-336 PLANNING DIR CHELAN	\$214.15
PARADISE BOTTLED WATER CO		8/15-CITYATTORNEY	227324	BOTTLED WATER	\$3.04
VERIZON WIRELESS		9750920185	226851	MOBILE BROADBAND 8/20-9/19	\$39.99
XEROX CORPORATION		081181721	227070	W7855 BASE CHG/PRINTS MAY	\$34.09
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$19.58
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$454.34
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN104569	226793	XEROX 6605 MAINT 7/23-8/22	\$93.31
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$312.48
BANK OF AMERICA		TXN00022868	227215	INTERNATIONAL CODE COUNCIL-COD	\$81.40
		TXN00023100		OFFICE DEPOT-LAND USE FILES	\$41.69
		TXN00023108		OFFICE DEPOT-NOTEPADS	\$5.70
		TXN00023119		OFFICE DEPOT-NOTEPADS COPY PAP	\$210.52
		TXN00023220		FRED M FUEL-CSOMERS WSAPT CONF	\$54.69
BENTON CLEAN AIR AUTHORITY		847	226951	3RD QTR 2015 ASSESSMENT PYMT	\$14,282.34
MID COLUMBIA ENGINEERING INC	P055297	ST007730	227015	JOSEPH MINNICK, BLDG INSPECTOR	\$1,568.00



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA ENGINEERING INC	P055297	ST007743	227015	JOSEPH MINNICK, BLDG INSPECTOR	\$1,568.00
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$41.71
				POSTAGE 8/1/15-8/31/15	\$47.19
TRI CITY HERALD	S016541	1875654	227364	DSN FILE #EA2015-19 RAN ON 8/4	\$57.96
	S016541	1890857		DNS FILE #EA2015-17 RAN ON 8/9	\$59.32
	S016541	1891316		NPH FILE #ZC2015-108 RAN ON 8/	\$39.55
WATER SOLUTIONS INC	P054903	11696	227376	DCS (703) BDLG WATER UNIT RENT	\$16.29
	P054903			DCS (703) BDLG WATER UNIT RENT	\$39.63
XEROX CORPORATION		081181722	227383	W7855PT BASE CHG/PRINTS-AUG	\$150.50
	P054899	081181724		BASEMENT XEROX #LX5-692207 (ta	\$71.42
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$19.63
				PHONE CHARGES 8/23-9/22/15	\$108.25
DEVELOPMENT SERVICES TOTAL ****					\$18,869.58
Division:	302	REDEVELOPMENT			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$62.45
BANK OF AMERICA		TXN00022996	227215	CHAMBER-NETWK LNCH_BM_8-26	\$20.00
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$6.61
XEROX CORPORATION		081181722	227383	W7855PT BASE CHG/PRINTS-AUG	\$209.98
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$19.29
				PHONE CHARGES 8/23-9/22/15	\$6.00
REDEVELOPMENT TOTAL ****					\$324.33
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00022828	227215	INGRAM BOOKS	\$115.68
		TXN00022830		INGRAM BOOKS	\$80.99
		TXN00022833		INGRAM BOOKS	\$54.51
		TXN00022838		INGRAM BOOKS	\$38.52
		TXN00022847		OVERDRIVE DIGITAL BOOKS	\$149.80
		TXN00022879		INGRAM BOOKS	\$104.22
		TXN00022881		INGRAM BOOKS	\$35.54
		TXN00022883		INGRAM BOOKS	\$157.95
		TXN00022888		INGRAM BOOKS	\$205.97
		TXN00022889		KEURIG	\$176.44
		TXN00022891		INGRAM BOOKS	\$1,107.74
		TXN00022898		INGRAM BOOKS	\$49.47
		TXN00022902		INGRAM BOOKS	\$28.08
		TXN00022904		OVERDRIVE DIGITAL BOOKS	\$226.37
		TXN00022911		INGRAM BOOKS	\$213.17
		TXN00022920		INGRAM BOOKS	\$37.78
		TXN00022941		INGRAM BOOKS	\$32.57
		TXN00022946		INGRAM BOOKS	\$175.99



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00022959	227215	INGRAM BOOKS	\$77.32
		TXN00022971		INGRAM BOOKS	\$220.70
		TXN00022979		INGRAM BOOKS	\$1,346.38
		TXN00022984		INGRAM BOOKS	\$193.67
		TXN00023001		INGRAM BOOKS	\$898.11
		TXN00023045		INGRAM BOOKS	\$87.77
		TXN00023047		OVERDRIVE DIGITAL BOOKS	\$1,107.13
		TXN00023052		INGRAM BOOKS	\$465.96
		TXN00023055		INGRAM BOOKS	\$125.02
		TXN00023056		INGRAM BOOKS	\$170.37
		TXN00023057		INGRAM BOOKS	\$67.59
		TXN00023069		LEARNING EXPRESS DATABASE	\$1,965.00
		TXN00023074		INGRAM BOOKS	\$44.20
		TXN00023089		OFFICE SUPPLIES	\$299.70
		TXN00023094		INGRAM BOOKS	\$341.16
		TXN00023103		TAPE, POS ROLLS, PENCILS	\$638.32
		TXN00023104		OVERDRIVE DIGITAL BOOKS	\$70.98
		TXN00023109		INGRAM BOO	\$17.59
		TXN00023110		GALE LARGE PRINT	\$714.40
		TXN00023112		RECORDED BOOKS	\$7.55
		TXN00023120		RECORDED BOOKS	\$17.63
		TXN00023121		BAKER & TAYLOR BOOKS	\$150.34
		TXN00023136		INGRAM BOOKS	\$5.20
		TXN00023149		INGRAM BOOKS	\$262.31
		TXN00023155		INGRAM BOOKS	\$167.43
		TXN00023184		INGRAM BOOKS	\$823.17
		TXN00023185		INGRAM BOOKS	\$185.41
		TXN00023187		INGRAM BOOKS	\$168.11
		TXN00023189		MEETING SUPPLIES	\$29.76
		TXN00023196		OVERDRIVE DIGITAL BOOKS	\$509.29
		TXN00023199		INGRAM BOOKS	\$301.49
		TXN00023202		CD CASES, LABEL PEELERS	\$973.23
		TXN00023212		RECORDED BOOKS	\$265.02
		TXN00023226		INGRAM DATABASE	\$300.00
		TXN00023227		INGRAM BOOKS	\$300.02
		TXN00023236		OVERDRIVE DIGITAL BOOKS	\$24.00
BIBLIOTHECA ITG LLC		SI0009824-US	226800	SEMI ANNUAL SUPPORT & MAINT	\$1,887.62
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$5,645.79
FRONTIER	S016535	9/15-509-943-3152	227283	TELEPHONE CHARGE 9/4/15 - 10/3	\$367.63
OCLC INC		0000416291	227320	CATALOGING SRVCS-AUG	\$2,341.14
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$442.23



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SECRETARY OF STATE		00005630	227341	K20 NETWORK ISP/OCT 14-MAR 15	\$354.81
		00005652		K20 NETWORK ISP-2ND QTR 2015	\$138.18
UNIQUE MANAGEMENT SERVICES INC		312150	227368	COLLECTION SRVCS-AUG	\$205.85
WASHINGTON STATE PATROL		I16001367	227375	VOLUNTEER BACKGROUND CHECKS	\$20.00
XEROX CORPORATION		081181742	227383	W7225 BASE CHRГ/PRINTS-AUG	\$420.97
		081181743		W7225PT BASE CHRГ/PRINTS-AUG	\$139.84
		081230887		W7225PT BASE CHRГ/PRINTS-AUG	\$175.54
		081230888		W7225PT BASE CHRГ/PRINTS-AUG	\$229.91
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$145.95
LIBRARY TOTAL ****					\$28,847.58
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$692.17
BANK OF AMERICA		TXN00022823	227215	WSU AF EVENTS - conference Sc	\$15.00
		TXN00023206		WM SUPERCENTER #3261 - cake	\$18.96
		TXN00023217		DESIGN BUILD INST 2 - conferen	\$99.00
		TXN00023224		CARNICERIA TRES PUEBLOS - reti	\$153.14
		TXN00023231		DESIGN BUILD INST 2 - Purchase	\$99.00
PERMIT SURVEYING INC		15065-1.INV	227326	BARKER RANCH-INITIAL SURVEY	\$3,600.00
PARKS & RECREATION ADMIN TOTAL ****					\$4,677.27
Division:	331	PARKS & REC - RECREATION			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$12.62
ATOMIC SCREENPRINT & EMBROIDERY		12668	226944	YOUTH BASEBALL T-SHIRTS	\$11.71
BANK OF AMERICA		TXN00022824	227215	NATURE-WATCH - CLASS SUPPLIES	\$34.15
		TXN00022869		STAPLES - FOLDERS, PENS	\$49.64
		TXN00022921		SWANK MOTION PICTURES IN - Lic	\$350.00
		TXN00022939		AmazonPrime Membership - membe	\$99.00
		TXN00022955		HASTINGS 9745 RICHLAN - movie	\$23.88
		TXN00023000		AMAZON/SHOWER REPAIR CARTRIDGE	\$440.78
		TXN00023070		URM CASH AND CARRY - candy	\$34.23
		TXN00023073		SCHNEIDER PUBLISHING COMP - St	\$795.00
		TXN00023093		DOLRTREE 3450 00034504 - flags	\$13.03
		TXN00023096		ALBERTSONS #213 - duct tape /p	\$13.01
		TXN00023099		LET'S PARTY - BALLOONS FOR FUN	\$55.82
		TXN00023101		USA FOOTBALL - NFL FALL	\$2,050.00
		TXN00023116		USA FOOTBALL - NFL FLAG FALL	\$1,400.00
		TXN00023118		ALBERTSONS #213 - water for pa	\$7.00
		TXN00023122		SWANK MOTION PICTURES IN - LIC	\$350.00
		TXN00023138		STAPLES - usb drive, clipboard	\$89.81
		TXN00023140		STAPLES - OFFICE SUPPLIES	\$10.75
		TXN00023142		DOLRTREE 2566 00025668 - BAGS	\$21.72



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00023158	227215	STAPLES - laminating supplies	\$236.43
		TXN00023190		NRPA HOUSING - Credit	(\$155.68)
		TXN00023201		WSP BACKGROUND CHECKS - CHECK	\$10.00
		TXN00023207		SUNWEST SPORTSWEAR - STAFF SHI	\$582.25
		TXN00023209		WM SUPERCENTER #3261 - supplie	\$10.39
		TXN00023230		LET'S PARTY - BALLOONS	\$32.56
CITY OF PASCO		G082115	226967	SOUND SYSTEM FOR SWIM MEET	\$130.00
FRONTIER	S016522	8/15-206-188-2614	226987	TELEPHONE CHARGES 8/19/15-9/18	\$184.21
MASON, PATTI L		AUGUST 2015	227013	FITNESS CLASSES - AUGUST	\$567.84
OXARC INC		R362819	227322	HELIUM TANK RENTAL	\$8.00
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$45.63
RICHLAND ACE HARDWARE		47617	227337	HAND TROWEL FOR FOSSIL CLASS	\$15.15
		47784		INSECT SPRAY	\$15.69
		47915		SILICONE LUBE	\$6.51
RICHLAND SCHOOL DISTRICT #400		AR002755	227338	REPAIRS TO BSKTBLL HOOP	\$1,091.43
SZENDRE, JOLENE		AUGUST 2015	227042	YOGA CLASS #9987-AUG 2015	\$322.95
		JULY 2015		YOGA CLASS #9986-JULY	\$385.63
		MAY 2015		YOGA CLASS #9404-MAY 2015	\$166.85
TALENT WISE INC		93324131	227352	BACKGROUND CHECKS-AUG	\$98.00
TREASURE VALLEY COFFEE CO		103919	227047	COFFEE FOR RCC	\$53.61
URM STORES INC		C30964146	227053	CANDY FOR BF PARADE	\$200.49
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$35.98
				PHONE CHARGES 8/23-9/22/15	\$6.00
				PHONE CHARGES 8/23-9/22/15	\$93.03
ZAYO GROUP HOLDINGS INC DBA	P054925	9/2015-008113	227071	INTERNET FEES ANNUAL COST	\$102.13
PARKS & REC - RECREATION TOTAL ****					\$10,107.23
Division:	335	PARKS & REC - PARKS&FACILITIES			
A COMPLETE JANITORIAL SUPPLY		71420	226792	NON ACID DISENFECTANT	\$181.12
AIREFCO INC		3469014	226940	VALVE CAP CONTROL	\$309.11
		3469015	226794	OIL PRESSURE CONTROL SEAL	\$272.23
				OIL PRESSURE CONTROL SEAL	\$43.26
				OIL PRESSURE CONTROL SEAL	\$129.74
		3472491	226940	SEAL	\$295.64
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$125.13
				287243288881 7/27-8/26/15	\$167.75
BANK OF AMERICA		TXN00022818	227215	THE HOME DEPOT #4746 - fertili	\$50.23
		TXN00022829		BAVCO - water part	\$385.53
		TXN00022832		Amazon.com - fertilizer	\$48.83
		TXN00022836		HARBOR FREIGHT TOOLS 49 - tarp	\$6.50
		TXN00022842		WSU AF EVENTS - Lunch meeting	\$15.00
		TXN00022851		Amazon.com - fertilizer	\$97.66



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00022858	227215	BAVCO - backflow water part	\$38.01
		TXN00022861		SAFEWAY STORE00003335 - peppe	\$8.58
		TXN00022884		DICKEYS WA-1028 - Lunch meetin	\$62.79
		TXN00022885		ACE HARDWARE - tools, grass se	\$27.66
		TXN00022892		ACE HARDWARE - irrigation supp	\$25.85
		TXN00022901		STEEBERS LOCK SERVICE - dead b	\$19.55
		TXN00022912		STEEBERS LOCK SERVICE - master	\$17.38
		TXN00022914		BC SALES - gloves	\$37.09
		TXN00022925		LOWES #00249 - milfoil removal	\$250.79
		TXN00022930		SUNWEST SPORTSWEAR - shirts	\$87.41
		TXN00022933		EWING IRRIGATION PRD#181 - iri	\$187.34
		TXN00022940		YORK INT'L - motor fan	\$635.18
		TXN00022947		BAVCO - water supply	\$63.42
		TXN00022949		FASTENAL COMPANY01 - gloves	\$29.91
		TXN00022958		ACE HARDWARE - thread seal tap	\$13.52
		TXN00022961		GOTOCITRIX.COM - software	\$20.64
		TXN00022967		GRIGGS ACE HARDWARE - paint	\$19.50
		TXN00022975		G AND R AG PRODUCTS INC - spra	\$59.62
		TXN00022978		BAVCO - water part	\$97.74
		TXN00022994		ACE HARDWARE - irrigation supp	\$32.57
		TXN00023006		ALBERTSONS #213 - supplies	\$11.38
		TXN00023007		ACE HARDWARE - drinking founta	\$38.55
		TXN00023033		ACE HARDWARE - drinking founta	\$24.97
		TXN00023037		ACE HARDWARE - drinking founta	\$18.98
		TXN00023039		CASCADE RECREATION INC - Purch	\$92.74
		TXN00023041		APOLLO - alum plate	\$65.16
		TXN00023042		FASTENAL COMPANY01 - Tapcon	\$17.69
		TXN00023048		EWING IRRIGATION PRD#181 - irr	\$36.34
		TXN00023058		EWING IRRIGATION PRD#181 - irr	\$145.69
		TXN00023059		CARRIER CORP - LIT - research	\$131.68
		TXN00023060		HARBOR FREIGHT TOOLS 49 - tool	\$18.42
		TXN00023097		THE HOME DEPOT #4746 - bracket	\$7.57
		TXN00023117		BUSH CAR WASH - car wash	\$13.00
		TXN00023130		EWING IRRIGATION PRD#181 - irr	\$71.99
		TXN00023144		ACE HARDWARE - concrete	\$10.31
		TXN00023153		EWING IRRIGATION PRD#181 - irr	\$102.66
		TXN00023200		MSI WEST COAST/GASKETS	\$1,146.44
		TXN00023203		GRIGGS ACE HARDWARE - sink tra	\$21.70
		TXN00023211		ACE HARDWARE - putty, blade	\$24.96
		TXN00023218		THE HOME DEPOT #4746 - steel b	\$11.91
		TXN00023219		GRIGGS ACE HARDWARE - plumbing	\$14.64



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00023233	227215	FIESTA FOODS - RETIREMENT	\$117.41
BEDROCK SPECIALTY STONE PRODUCTS		47183	227245	BROWN BASALT	\$733.05
BI STATE OCCUPATIONAL SAFETY & HEALTH		1799-B	227248	DOT EXAMS/LOGGING/MEDICAL	\$105.00
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$220.90
				CITY UTILITY BILLS/AUG 2015	\$177.47
				CITY UTILITY BILLS/AUG 2015	\$183.50
				CITY UTILITY BILLS/AUG 2015	\$481.10
				CITY UTILITY BILLS/AUG 2015	\$460.70
				CITY UTILITY BILLS/AUG 2015	\$175.15
				CITY UTILITY BILLS/AUG 2015	\$206.06
				CITY UTILITY BILLS/AUG 2015	\$165.05
				CITY UTILITY BILLS/AUG 2015	\$164.05
				CITY UTILITY BILLS/AUG 2015	\$464.43
				CITY UTILITY BILLS/AUG 2015	\$396.00
				CITY UTILITY BILLS/AUG 2015	\$363.83
				CITY UTILITY BILLS/AUG 2015	\$363.70
				CITY UTILITY BILLS/AUG 2015	\$393.52
				CITY UTILITY BILLS/AUG 2015	\$354.50
				CITY UTILITY BILLS/AUG 2015	\$339.51
				CITY UTILITY BILLS/AUG 2015	\$409.70
				CITY UTILITY BILLS/AUG 2015	\$323.48
				CITY UTILITY BILLS/AUG 2015	\$230.98
				CITY UTILITY BILLS/AUG 2015	\$262.31
				CITY UTILITY BILLS/AUG 2015	\$229.55
				CITY UTILITY BILLS/AUG 2015	\$258.53
				CITY UTILITY BILLS/AUG 2015	\$240.74
				CITY UTILITY BILLS/AUG 2015	\$402.99
				CITY UTILITY BILLS/AUG 2015	\$236.72
				CITY UTILITY BILLS/AUG 2015	\$405.26
				CITY UTILITY BILLS/AUG 2015	\$158.85
				CITY UTILITY BILLS/AUG 2015	\$29.82
				CITY UTILITY BILLS/AUG 2015	\$230.40
				CITY UTILITY BILLS/AUG 2015	\$310.10
				CITY UTILITY BILLS/AUG 2015	\$28.95
				CITY UTILITY BILLS/AUG 2015	\$32.04
				CITY UTILITY BILLS/AUG 2015	\$24.90
				CITY UTILITY BILLS/AUG 2015	\$25.13
				CITY UTILITY BILLS/AUG 2015	\$25.18
				CITY UTILITY BILLS/AUG 2015	\$25.81
				CITY UTILITY BILLS/AUG 2015	\$23.49
				CITY UTILITY BILLS/AUG 2015	\$28.10



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$22.98
				CITY UTILITY BILLS/AUG 2015	\$609.13
				CITY UTILITY BILLS/AUG 2015	\$30.91
				CITY UTILITY BILLS/AUG 2015	\$34.05
				CITY UTILITY BILLS/AUG 2015	\$36.42
				CITY UTILITY BILLS/AUG 2015	\$36.60
				CITY UTILITY BILLS/AUG 2015	\$37.51
				CITY UTILITY BILLS/AUG 2015	\$27.25
				CITY UTILITY BILLS/AUG 2015	\$0.38
				CITY UTILITY BILLS/AUG 2015	\$270.29
				CITY UTILITY BILLS/AUG 2015	\$280.60
				CITY UTILITY BILLS/AUG 2015	\$282.20
				CITY UTILITY BILLS/AUG 2015	\$288.40
				CITY UTILITY BILLS/AUG 2015	\$290.82
				CITY UTILITY BILLS/AUG 2015	\$24.68
				CITY UTILITY BILLS/AUG 2015	(\$3,736.44)
				CITY UTILITY BILLS/AUG 2015	\$42.24
				CITY UTILITY BILLS/AUG 2015	\$6.99
				CITY UTILITY BILLS/AUG 2015	\$10.29
				CITY UTILITY BILLS/AUG 2015	\$12.50
				CITY UTILITY BILLS/AUG 2015	\$16.31
				CITY UTILITY BILLS/AUG 2015	\$21.90
				CITY UTILITY BILLS/AUG 2015	\$22.18
				CITY UTILITY BILLS/AUG 2015	\$309.05
				CITY UTILITY BILLS/AUG 2015	\$130.82
				CITY UTILITY BILLS/AUG 2015	\$95.00
				CITY UTILITY BILLS/AUG 2015	\$96.95
				CITY UTILITY BILLS/AUG 2015	\$108.44
				CITY UTILITY BILLS/AUG 2015	\$114.01
				CITY UTILITY BILLS/AUG 2015	\$114.63
				CITY UTILITY BILLS/AUG 2015	\$37.71
				CITY UTILITY BILLS/AUG 2015	\$126.81
				CITY UTILITY BILLS/AUG 2015	\$88.75
				CITY UTILITY BILLS/AUG 2015	\$135.90
				CITY UTILITY BILLS/AUG 2015	\$142.90
				CITY UTILITY BILLS/AUG 2015	\$145.32
				CITY UTILITY BILLS/AUG 2015	\$145.35
				CITY UTILITY BILLS/AUG 2015	\$149.42
				CITY UTILITY BILLS/AUG 2015	\$154.64
				CITY UTILITY BILLS/AUG 2015	\$122.15
				CITY UTILITY BILLS/AUG 2015	\$59.81



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$158.17
				CITY UTILITY BILLS/AUG 2015	\$44.46
				CITY UTILITY BILLS/AUG 2015	\$47.12
				CITY UTILITY BILLS/AUG 2015	\$47.65
				CITY UTILITY BILLS/AUG 2015	\$48.03
				CITY UTILITY BILLS/AUG 2015	\$51.60
				CITY UTILITY BILLS/AUG 2015	\$90.85
				CITY UTILITY BILLS/AUG 2015	\$54.15
				CITY UTILITY BILLS/AUG 2015	\$89.69
				CITY UTILITY BILLS/AUG 2015	\$68.89
				CITY UTILITY BILLS/AUG 2015	\$74.38
				CITY UTILITY BILLS/AUG 2015	\$76.32
				CITY UTILITY BILLS/AUG 2015	\$82.55
				CITY UTILITY BILLS/AUG 2015	\$83.34
				CITY UTILITY BILLS/AUG 2015	\$41.44
				CITY UTILITY BILLS/AUG 2015	\$52.90
				CITY UTILITY BILLS/AUG 2015	\$1,600.25
				CITY UTILITY BILLS/AUG 2015	\$1,061.95
				CITY UTILITY BILLS/AUG 2015	\$1,058.06
				CITY UTILITY BILLS/AUG 2015	\$4,013.40
				CITY UTILITY BILLS/AUG 2015	\$3,827.80
				CITY UTILITY BILLS/AUG 2015	\$1,050.73
				CITY UTILITY BILLS/AUG 2015	\$1,027.70
				CITY UTILITY BILLS/AUG 2015	\$825.35
				CITY UTILITY BILLS/AUG 2015	\$989.05
				CITY UTILITY BILLS/AUG 2015	\$1,137.54
				CITY UTILITY BILLS/AUG 2015	\$986.37
				CITY UTILITY BILLS/AUG 2015	\$1,296.03
				CITY UTILITY BILLS/AUG 2015	\$1,644.45
				CITY UTILITY BILLS/AUG 2015	\$1,701.70
				CITY UTILITY BILLS/AUG 2015	\$950.19
				CITY UTILITY BILLS/AUG 2015	\$929.75
				CITY UTILITY BILLS/AUG 2015	\$827.49
				CITY UTILITY BILLS/AUG 2015	\$991.10
				CITY UTILITY BILLS/AUG 2015	\$4,248.39
				CITY UTILITY BILLS/AUG 2015	\$1,354.90
				CITY UTILITY BILLS/AUG 2015	\$1,320.55
				CITY UTILITY BILLS/AUG 2015	\$21,818.05
				CITY UTILITY BILLS/AUG 2015	\$12,771.50
				CITY UTILITY BILLS/AUG 2015	\$1,307.96
				CITY UTILITY BILLS/AUG 2015	\$1,372.61



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$1,386.00
				CITY UTILITY BILLS/AUG 2015	\$1,072.55
				CITY UTILITY BILLS/AUG 2015	\$485.73
				CITY UTILITY BILLS/AUG 2015	\$1,097.50
				CITY UTILITY BILLS/AUG 2015	\$1,510.15
				CITY UTILITY BILLS/AUG 2015	\$1,279.52
				CITY UTILITY BILLS/AUG 2015	\$1,539.41
				CITY UTILITY BILLS/AUG 2015	\$1,568.29
				CITY UTILITY BILLS/AUG 2015	\$1,143.25
				CITY UTILITY BILLS/AUG 2015	\$1,140.85
				CITY UTILITY BILLS/AUG 2015	\$976.30
				CITY UTILITY BILLS/AUG 2015	\$4,607.25
				CITY UTILITY BILLS/AUG 2015	\$702.95
				CITY UTILITY BILLS/AUG 2015	\$494.25
				CITY UTILITY BILLS/AUG 2015	\$495.55
				CITY UTILITY BILLS/AUG 2015	\$2,778.87
				CITY UTILITY BILLS/AUG 2015	\$2,586.80
				CITY UTILITY BILLS/AUG 2015	\$562.35
				CITY UTILITY BILLS/AUG 2015	\$2,557.50
				CITY UTILITY BILLS/AUG 2015	\$567.06
				CITY UTILITY BILLS/AUG 2015	\$642.50
				CITY UTILITY BILLS/AUG 2015	\$700.26
				CITY UTILITY BILLS/AUG 2015	\$2,432.70
				CITY UTILITY BILLS/AUG 2015	\$822.45
				CITY UTILITY BILLS/AUG 2015	\$1,803.87
				CITY UTILITY BILLS/AUG 2015	\$799.00
				CITY UTILITY BILLS/AUG 2015	\$725.85
				CITY UTILITY BILLS/AUG 2015	\$774.10
				CITY UTILITY BILLS/AUG 2015	\$795.60
				CITY UTILITY BILLS/AUG 2015	\$788.89
				CITY UTILITY BILLS/AUG 2015	\$1,721.50
FERGUSON ENTERPRISES INC		3486861	227279	THRD VERT PTFE CHK	\$273.42
FRONTIER	S016522	8/15-206-188-2614	226987	TELEPHONE CHARGES 8/19/15-9/18	\$30.06
	S016522			TELEPHONE CHARGES 8/19/15-9/18	\$1,065.66
GRAINGER	S016539	9839586196-	227288	PLEATED FILTER ITEM #5W974	\$103.22
INLAND ASPHALT CO	P055690	32-2150801	226995	5/8 ASPHALTIC CONCRETE HOT MIX	\$23.02
	P054438	RETAINAGE REL	227294	PAVE THE SHELTERBELT TRAIL FRO	\$2,625.00
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		995013	227003	BACKFLOW PREVENTER	\$285.98
LIBERTY LAWN & SAW SHOP		226	226827	CARB CLEAN/TUNE UP	\$48.37
		234		FUEL LINE,TANK,FILTER,CARB KIT	\$132.56
		242		TRIMMER LINE	\$27.98



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LIBERTY LAWN & SAW SHOP		245	227007	CARB ADJUSTER ASSY	\$194.90
		254		REPAIR WEED EATER	\$170.85
		255		FUEL TANK VENT	\$59.12
MOON SECURITY SERVICES INC		779924	227017	BASIC FIRE MONITORING LIBRARY	\$33.00
		781020	226833	BASIC FIRE MONITORING	\$53.00
		782324		BASIC FIRE MONITORING	\$330.00
OXARC INC		2206NPS	227322	CO2 LIQUID-POOL	\$401.98
		7411MPS	226835	CO2 BULK	\$18.38
		R363052	227322	CO2, NITROGEN, OXYGEN	\$129.41
		R363055		CARBON DIOXIDE	\$113.80
PERFECTION GLASS		9939643141	227024	REPLACE GLASS AT LIBRARY	\$2,622.69
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$3.63
POOL CARE PRODUCTS INC		120742	226839	#25 CHLORINE TABLETS	\$104.26
		120812	227027	ACID - POOL	\$76.02
		121687	227327	SODA ASH, 50# TABS	\$224.26
		121896	226839	ACID	\$38.01
		47206	226843	MANUAL CHARGER	\$46.69
RICHLAND ACE HARDWARE		47715		FASTENERS	\$9.45
		47764		ALUMINUM SCREENS	\$42.32
		47798		EPOXY	\$5.96
		47914	227337	LIME RUST, CHISEL COLD	\$20.60
		47965		PAINT STRIPPER/THINNER	\$66.68
STONEWAY ELECTRIC SUPPLY		S101351639.001	227040	REFLECTOR LED LAMP	\$26.07
		S101358587.001		CONDUITS/COUPLINGS	\$66.53
		S101358587.002	227347	CONNECTOR, PLUG	\$117.35
		S101368720.001		BALLAST, METAL LAMP	\$178.43
SUNTOYA CORPORATION	S016502	84774	227350	FREIGHT	\$13.84
	S016502			VALVE FOR BOILER LOOP, TACO	\$376.04
	S016502			ADJUST TAX	(\$0.01)
THE DRAIN SURGEON		33462	227353	COLUMBIA PT SNAKE RR DRAIN	\$146.61
THE PERSONAL TOUCH CLEANING INC		56287	227355	JANITOR SERVICES-BLDG 100-AUG	\$2,476.86
		56288		JANITOR SERVICES-BLDG 200-AUG	\$686.71
		56289		JANITOR SERVICES-BLDG 300-AUG	\$526.60
		56335		JANITOR SERVICES-RCC-AUG	\$3,673.23
		56336		JANITOR SERVICES-LIBRARY-AUG	\$5,002.89
TIMKEN MOTOR AND CRANE SERVICES LLC DBA		10843	227356	ABB AC5550 VFD EVAL	\$220.00
WILBUR ELLIS COMPANY	S016476	9337185	227068	RANGER PRO	\$90.14
		9375490	227381	FERTILIZER	\$388.95
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$94.34

PARKS & REC - PARKS&FACILITIES TOTAL ****

\$151,890.99

Division: 338 PARKS & REC - PROJECT ADMIN



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00022822	227215	THE HOME DEPOT #4746 - paint	\$58.36
		TXN00022929		THE HOME DEPOT #4746 - paint	\$47.72
		TXN00022935		LOWES #00249 - pier block	\$34.45
		TXN00022981		GRIGGS ACE HARDWARE - irrigati	\$22.10
		TXN00023021		HALES ALES - Davis	\$38.00
		TXN00023023		PARK VIEW WATERSIDE LLC - Davi	\$5.00
		TXN00023029		CHINOISE CAFE - MEALS -DAVIS	\$38.32
		TXN00023040		COURTYARD BY MARRIOTT-BEL - DA	\$363.78
		TXN00023141		COMFORT INN - Travel DB	\$85.24
		TXN00023160		EB 2015 WASHINGTON ST - Traini	\$27.24
		TXN00023169		WM SUPERCENTER #3261 - spray,	\$3.90
		TXN00023191		THE HOME DEPOT #4746 - tube	\$9.14
		TXN00023192		THE HOME DEPOT #4746 - concret	\$19.19
RICHLAND ACE HARDWARE		47874	226843	WASP SPRAY	\$32.51
		47951	227337	DUCT TAPE	\$11.92
TRI CITY HERALD	S016541	15-0108	227364	CALL FOR BID PARKING LOT	\$235.49
XEROX CORPORATION		081181726	227383	W7855PT BASE CHG/PRINTS-AUG	\$66.49
PARKS & REC - PROJECT ADMIN TOTAL ****					\$1,098.85
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1473	226942	ARBAUGH_LEG_SVCS_AUGUST	\$1,470.00
CITY OF PASCO		M091015	227260	ANIMAL SHELTERING-SEPT	\$19,943.47
EAST OREGONIAN PUB CO		48161508	227276	E.OREGONIAN ADS-TOURISM-AUG	\$990.66
MARTIN BUSINESS SYSTEMS		14447	227012	ANIMAL#6 3/4 RETURN ENVELOPES	\$249.30
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$148.37
STATE AUDITOR'S OFFICE		L110078	227346	AUDIT SERVICES - AUG 2015	\$418.48
THE OBSERVER		2308787	227354	TOURISM ADS-AUG	\$663.90
UMA LLC		CC-115074688	227367	KUMA-FM-RADIO-TRSM-JUL	\$400.00
		CC-115085170		KUMA-FM-RADIO-TRSM-AUG	\$400.00
WASHINGTON CITIES INSURANCE AUTHORITY		AUG 2015	227059	WCIA CLAIMS PAID-AUG 2015	\$2,246.40
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$41.94
NON-DEPARTMENTAL TOTAL ****					\$26,972.52
GENERAL FUND Total ***					\$463,683.67
FUND	101	CITY STREETS			
Division:	000				
ADVANCED TRAFFIC PRODUCTS INC	P055585	0000013083	227208	LED 8"AMBER BALL	\$217.20
CASCADE SIGNAL CORPORATION	P055583	3736	227254	FREIGHT	\$17.00
	P055583			LOOP WIRE LW-116S/ORANGE	\$257.93
	P055583			ADJUST TAX	(\$0.01)
UNASSIGNED TOTAL ****					\$492.12



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	401	STREETS MAINTENANCE			
3M	S016483	TP55963	226790	ELECTROCUT GRAPHIC FILM, 7725-	\$319.28
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$123.20
BANK OF AMERICA		TXN00022839	227215	ACE - CANOPY	\$65.15
		TXN00022856		WALMART - CITY FAIR CANDY	\$17.96
		TXN00022910		L&I PERMITS - ELECT PERMIT SCH	\$194.80
		TXN00023025		OFFICE DEPOT - TONER	\$86.63
		TXN00023032		RAILROAD TOOLS & SOLUTIONS/SOC	\$312.32
BC SALES CO INC		B387728	226947	BOOTS - D LEE	\$162.85
BENTON PUD		9/15-72866300000	227247	WYE LIGHTS-BADGER REPEATER	\$55.35
CANAL ALARM DEVICES INC	P055541	SI-602244	227251	DELIVERY	\$53.55
	P055541			AXIS5503194 Axis 5503-194	\$279.36
	P055541			AXIS0742001 Axis Q7424-R-MkII	\$13,202.46
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$1,052.56
				CITY UTILITY BILLS/AUG 2015	\$129.22
FRONTIER	S016522	8/15-206-188-2614	226987	TELEPHONE CHARGES 8/19/15-9/18	\$30.06
	S016522			TELEPHONE CHARGES 8/19/15-9/18	\$54.79
HERTZ EQUIPMENT RENTAL CORP		28200143-001	226819	LIQUID PROPANE	\$34.23
		28202780-001		LIQUID PROPANE	\$37.26
		28204019-001		LIQUID PROPANE	\$470.63
		28205097-001		LIQUID PROPANE	\$51.13
		28225820-001	226994	LIQUID PROPANE	\$35.97
		28227153-001		LIQUID PROPANE	\$91.00
		28228368-001		LIQUID PROPANE	\$23.40
		28229330-001		LIQUID PROPANE	\$53.74
INLAND ASPHALT CO	P055690	32-2150801	226995	5/8 ASPHALTIC CONCRETE HOT MIX	\$57.56
NORTHWEST PAVEMENT MANAGEMENT ASN		2015F006	227319	NWPMA 2015 CONFRENCE-PARDINI,A	\$750.00
RICHLAND ACE HARDWARE		210065	226843	UMBRELLA/MORTAR MIX	\$29.71
		210090		GRASS SEED	\$8.13
		210132		HAND HELD SPRAYER	\$21.70
		47821		CHISELS, KNEE PADS	\$92.24
		47822		SANDING MASKS	\$34.71
STONEWAY ELECTRIC SUPPLY		S101359072.001	227040	CONNECTORS/WIRE	\$53.59
WESTERN CONCRETE ACCESSORIES		30819	226854	PLACER RAKE	\$55.90
		30831		SPEEDCRETE REDLINE	\$79.90
		30854		SPEEDCRETE REDLINE	\$53.87
		30902	227064	HANDLE, MAG, BRKT	\$125.23
		30933		TROWEL, HANDLE, CURB TOOL	\$87.65
XEROX CORPORATION		081181726	227383	W7855PT BASE CHG/PRINTS-AUG	\$53.63
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$23.99

STREETS MAINTENANCE TOTAL****

\$18,464.71



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY STREETS Total ***					\$18,956.83
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1473	226942	ARBAUGH_LEG_SVCS_AUGUST	\$150.00
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$62.45
BANK OF AMERICA		TXN00022854	227215	THE SEMINAR GROUP - BMOORE PUB	\$375.00
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$430.99
PARADISE BOTTLED WATER CO		8/15-CITYATTORNEY	227324	BOTTLED WATER	\$4.55
WASHINGTON ECONOMIC DEVELOPMENT ASN		6687	227374	2016 WEDA DUES	\$400.00
XEROX CORPORATION		081181721	227070	W7855 BASE CHG/PRINTS MAY	\$34.09
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$26.55
ECONOMIC DEVELOPMENT TOTAL ****					\$1,483.63
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$56.72
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$56.72
INDUSTRIAL DEVELOPMENT FUND Total ***					\$1,540.35
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			
BANK OF AMERICA		TXN00023161	227215	CHEVRON - FUEL TRIP #15-381	\$50.14
		TXN00023234		REPUBLIC PARKING -STRIEFEL 15-	\$35.00
DAY MANAGEMENT CORPORATION DBA	P055521	572543	227272	SHIPPING	\$5.43
	P055521			ADJUST FOR TAX	\$0.01
	P055521			SETINA TRUNK TRAY	\$331.23
	P055521			INSTALLATION OF APX PORTABLE	\$48.87
	P055521			SHIPPING	\$54.30
	P055521			INSTALLATION OF TRUNK TRAY	\$200.91
	P055521			MOTOROLA RLN6434 APX PORTABLE	\$107.51
LEEDWAY LLC	P055462	ML08191502	226825	OC-SCA-NVY-M SAFARILAND OREGON	\$369.84
STRIEFEL, TONY		15-314 STRIEFEL	227348	15-314 FBINAA TRAINING CONF	\$73.00
		15-381 STRIEFEL		15-381 SEATTLE PD/BAIR ANALYS	\$20.00
		15-397 STRIEFEL		15-397 MICROSOFT MEETING	\$113.62
		15-414 STRIEFEL		15-414 ACCENTURE MTG-SEATTLE	\$58.00
CJST POLICE ACTIVITY TOTAL ****					\$1,467.86
CRIMINAL JUSTICE SALES TAX Total ***					\$1,467.86
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITIES VISITOR & CONVENTION BUREAU		153788	227363	TCVB MONTHLY DUE-AUG	\$16,091.70
TRI CITY HERALD	S016540	1929854-01	227364	HOTEL/MOTEL LODGING TAX FUND R	\$244.40
HOTEL/MOTEL TAX TOTAL ****					\$16,336.10
HOTEL/MOTEL FUND Total ***					\$16,336.10
FUND 151	SPECIAL LODGING ASSESSMENT				
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		AUG 2015	227363	SPECIAL LODGING ACCESS AUG'15	\$52,556.01
TOURISM PROMOTION AREA TOTAL ****					\$52,556.01
SPECIAL LODGING ASSESSMENT Total ***					\$52,556.01
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
BANK OF AMERICA		TXN00023079	227215	WA FINANCE OFFCRS ASSOC - MBUR	\$62.50
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$21.20
THE DRAIN SURGEON		32897	227353	OO REHAB/402 SANFORDE, KAPPL	\$676.04
TRI CITY HERALD	S016540	1961160	227364	2016 CDBG & HOME PROGRAMS RAN	\$146.64
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$6.28
				PHONE CHARGES 8/23-9/22/15	\$6.00
CDBG PROGRAM TOTAL ****					\$918.66
COMMUNITY DEV BLOCK GRANT Total ***					\$918.66
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
BANK OF AMERICA		TXN00023079	227215	WA FINANCE OFFCRS ASSOC - MBUR	\$62.50
CASCADE TITLE COMPANY OF BENTON		15-18	226961	DPA/2402 BOISE, JACKSON	\$10,000.00
TRI CITY HERALD	S016540	1961160	227364	2016 CDBG & HOME PROGRAMS RAN	\$146.64
TRI CITY TITLE & ESCROW		15-18	227050	HOME DPA/303 ROSSELL, CROSKREY	\$10,000.00
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$6.28
HOME PROGRAM TOTAL ****					\$20,215.42
HOME FUND Total ***					\$20,215.42
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	000				
PHASE 2 ELECTRIC INC		C14-39 RETAINAGE	227404	C14-39 - RELEASE RETAINAGE	\$839.70
UNASSIGNED TOTAL ****					\$839.70
Division:	402	ARTERIAL STREETS			
BANK OF AMERICA		TXN00023174	227215	AMAZON/GRINDING WHEELS	\$53.37
		TXN00023235		AMAZON/BLADES, WHEELS	\$236.62
CITY OF RICHLAND		08/15-27	227089	#27 LANDFILL FEES	\$157.03



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FOSTER PEPPER PLLC	P055674	1110828	226986	CENTER PARKWAY EXTENSION-LEGAL	\$1,781.00
PRO BUILD COMPANY LLC		71461932	227029	LUMBER	\$16.30
SHANNON & WILSON INC	P055537	7835	227036	ROAD B & ROAD C WETLAND MITIGA	\$2,616.10
	P055488	7859	227342	DUPORTAIL ST EXTENSION -	\$420.91
THE SHERWIN WILLIAMS CO		9071-6	227045	PAIL LINER	\$17.89
WASTE MANAGEMENT		0093038-1819-0	227061	POL SRVC-COUNTRY RIDGE	\$88.64
WESTERN CONCRETE ACCESSORIES		30884	227064	SPEEDCRETE REDLINE	\$53.87
		30902		TURBO CUP	\$103.17
		30919		SPEEDCRETE CONCRETE	\$133.76
ARTERIAL STREETS TOTAL ****					\$5,678.66
STREETS CAPITAL CONSTRUCTION Total ***					\$6,518.36
FUND 317	FIRE STATION 74 CONSTRUCTION				
Division:	000				
LEONE & KEEBLE INC		C127-14 RETAIN 11	227401	#15021181-RICHLAND FIRE ST #74	\$500.26
	P054395	C127-14/PYMT 11	227400	C127-14 RETAINAGE PYMT #11	(\$500.26)
UNASSIGNED TOTAL ****					\$0.00
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00023164	227215	L&I PERMITS - Compressor	\$75.80
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		994668	227003	HUNTER SPRINKLER BODIES	\$1,276.05
		994668R		RETURN HUNTER BODIES	(\$855.81)
LEONE & KEEBLE INC	P054395	C127-14/PYMT 11	227400	FIRE STATION NO. 74-DESIGN-BUI	\$10,865.66
RICHLAND ACE HARDWARE		47423	226843	SNAP SPRING	\$15.15
RICHLAND BELL FURNITURE INC		7350	227033	2-LAZY BOY RECLINERS	\$2,280.49
STONEWAY ELECTRIC SUPPLY		S101332283.002	227040	MINI CIRCUITS	\$221.63
		S101332283.003		3 WAY CONNECTOR	\$67.72
		S101357502.001		MERSEN FUSES	\$10.88
		S101357502.002		SAFETY SWITCH	\$66.28
		S101357684.001		ANGLE PLUG	\$39.43
NON-DEPARTMENTAL TOTAL ****					\$14,063.28
FIRE STATION 74 CONSTRUCTION Total ***					\$14,063.28
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
AMERICAN ROCK PRODUCTS INC		246893	227212	PRESSURE SAND	\$98.68
BANK OF AMERICA		TXN00022855	227215	ACCENT SIGNS-SPANISH FW SIGNS	\$211.77
		TXN00022882		CITY OF RICHLAND - UTILIT - pe	\$432.75
BEAVER BARK & ROCK		702125	226948	CONCRETE	\$206.32
CENTRAL HOSE & FITTINGS INC		418178	226803	FIREHOSE & ADAPTER	\$665.26
EAGLE PRINTING & GRAPHIC DESIGN INC		41721	226978	LIBRARY PARKING PERMITS	\$120.55



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FAMILY FARMS DBA	P054404	C14-36-FINAL RET	227396	REPLACE FENCE AND CONSTRUCT	\$2,115.40
	P054404			INSTALL CHAIN LINK FENCE AT	\$0.92
	P054404			FINAL ADJUST-ROUNDING	\$0.08
HD FOWLER COMPANY INC		C367732	227290	MEGA,LUG RET GLND,CPLNG,GSKTS	(\$61.03)
IRRIGATION SPECIALISTS INC		1159913-01	226996	NOZZLE TAPPER BORE	\$36.83
		1160131-01	227296	COUPLINGS/BUSHINGS/NIPPLES	\$23.97
JT AUTOMOTIVE PARTS INC DBA		341921	226997	FUSE	\$3.80
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		992723	227305	RAIN BIRD CNTRLR, DECODER	\$864.89
		992723-1		2 STATION R/B DECODER	\$389.09
KING COUNTY DIRECTORS ASN PURCHASING DEPT DBA	P055132	3932364	226823	ARM & CHAIN PACKAGE ITEM #1019	\$821.47
	P055132			FREIGHT	\$292.07
PRO BUILD COMPANY LLC		71461652	227328	CONCRETE BLOCK	\$6.48
RICHLAND ACE HARDWARE		210183	227337	MARKING PAINT,WIRE CUTTER,TIES	\$65.64
		47447		UNION GALV 2"	\$30.40
		47661		COUPLINGS, WIRE BRUSH	\$43.54
		47664		COUPLING, CAP	\$17.20
		47845		PIPE, COUPLING	\$21.37
PARKS & REC PROJECTS TOTAL ****					\$6,407.45
PARK PROJECT CONSTRUCTION Total ***					\$6,407.45
FUND 399	REATA ROAD LID 197				
Division:	430	CAPITAL PROJECTS			
TRI CITY HERALD	S016541	1915251	227364	CALL FOR BID ON REATA ROAD ARE	\$240.20
CAPITAL PROJECTS TOTAL ****					\$240.20
REATA ROAD LID 197 Total ***					\$240.20
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
CENTRAL MOLONEY INC	P055242	32730	226804	XFMR,PAD,1-PH 50 KVA, 240/120,	\$38,417.25
	P055242			ADJUST SALES TAX	\$0.01
HD SUPPLY POWER SOLUTIONS LTD	P055636	2973648-00	227291	TERM, JACKETED, T-BODY JACKET	\$475.40
	P055636			STANDOFF INSULATOR, 200A,	\$877.98
	P055636			TERM, JACKETED 1/0 SEALING KIT	\$1,451.60
	P055636	2973648-01		SPLICE, 3-M PRIMARY,1/0 STRAND	\$431.14
	P055636			TERM, JACKETED, T-BODY JACKET	\$3,327.78
	P055636			TERM, JACKETED 1/0 SEALING KIT	\$4,332.98
	P055636			TERMINATION KIT, JACKETED 1/0,	\$1,813.62
P & R CONSTRUCTION		2015-002328	227323	200 AMP-2485 BRAMASOLE DR	\$200.00
WESCO DISTRIBUTION INC	S016472	635988	226853	4-WAY W/STAINLESS STL. BRACKET	\$36,923.57
TOTAL ****					\$88,251.33



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 501	BUSINESS SERVICES				
ARBAUGH & ASSOCIATES INC		1473	226942	ARBAUGH_LEG_SVCS_AUGUST	\$840.00
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$28.11
				287243288881 7/27-8/26/15	\$1,163.43
BANK OF AMERICA		TXN00022825	227215	GOTPRINT-HALF-FOLD GLOSS BOOK	\$150.74
		TXN00022880		ALBERTSONS #213 - DEMO HOT DOG	\$2.50
		TXN00022894		FRED-MEYER-PRESENTATION TOTES	\$26.04
		TXN00023026		GOTOCITRIX.COM - GOTOMTG MONTH	\$20.64
		TXN00023065		THE REACH- GROUP ADMISSION	\$60.00
		TXN00023177		ALBERTSONS #213 - NESTLE WATER	\$3.49
		TXN00023215		THE REACH - T-SHIRTS FOR TEE 1	\$67.06
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$656.80
FRONTIER	S016522	8/15-206-188-2614	226987	TELEPHONE CHARGES 8/19/15-9/18	\$89.99
KELLEY'S TELE-COMMUNICATIONS INC	P054840	022409012015	226822	AFTER HOURS EMERGENCY CALL SER	\$197.75
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$147.27
				POSTAGE 8/1/15-8/31/15	\$0.71
UNITED PARCEL SERVICE	S016544	000986641385	227369	GROUND PKG TO ALTEC INDUSTRIES	\$7.66
	S016544			GROUND PKG TO RADIAN RESEARCH	\$5.65
VERIZON WIRELESS	P054759	9750889355	227056	WIRELESS DATACARD FOR R. HAMMO	\$40.01
XEROX CORPORATION		081181726	227383	W7855PT BASE CHG/PRINTS-AUG	\$68.52
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$115.81
				PHONE CHARGES 8/23-9/22/15	\$121.14
				PHONE CHARGES 8/23-9/22/15	\$99.56
				PHONE CHARGES 8/23-9/22/15	\$52.08
				PHONE CHARGES 8/23-9/22/15	\$53.00
BUSINESS SERVICES TOTAL ****					\$4,017.96
Division: 502	ELECTRICAL ENGINEERING				
ABADAN INC		CNIN104569	226793	XEROX 6605 MAINT 7/23-8/22	\$23.33
BANK OF AMERICA		TXN00022962	227215	TECHSTREET-ELECT STANDARD	\$52.13
		TXN00022983		TECHSTREET-ELECT STANDARD MANU	\$79.27
		TXN00023105		AMAZON-CELL PHONE POWER CORD	\$6.99
		TXN00023186		POWER MONITORS INC - WEBINAR R	\$106.88
		TXN00023216		NEWEGG-WIRELESS LASER MOUSE	\$41.98
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P055421	363522	226802	LEGAL CONSULTING FOR BPUD	\$1,510.50
WASHINGTON CITIES INSURANCE AUTHORITY		101239	227373	BADGER MTN S BOND FOR CONSTRUC	\$100.00
WATER SOLUTIONS INC	P054903	11696	227376	DCS (703) BDLG WATER UNIT RENT	\$13.59
WHITNEY, CLINT		15-384 WHITNEY	227380	15-384 PPC MEETINGS-PORTLAND	\$460.60
ELECTRICAL ENGINEERING TOTAL ****					\$2,395.27
Division: 503	POWER OPERATIONS				



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC	P055694	245280	226941	5/8" MINUS ROCK WITH MIXER	\$218.94
	P055694			ADJUST SALES TAX	(\$0.01)
	P055694			MIXER DELIVERY FEE	\$380.10
	P055691	245522		3/8" X 3-1/2" X 10' MASTIC	\$48.87
	P055691			ENVIRONMENTAL FEE	\$2.44
	P055691			ADJUST SALES TAX	(\$0.01)
	P055691			UNDER 4 YD ORDER CHARGE	\$108.60
	P055691			5-1/2 SACK CONCRETE MIX, 3/4	\$219.92
	P055694	245612		MIXER DELIVERY FEE	\$380.10
	P055694			ADJUST SALES TAX	(\$0.01)
	P055694			5/8" MINUS ROCK WITH MIXER	\$218.94
	P055691	245692		5-1/2 SACK CONCRETE MIX, 3/4	\$293.22
	P055691			ENVIRONMENTAL FEE	\$3.26
	P055694	245910		ADJUST SALES TAX	(\$0.03)
	P055694			5/8" MINUS ROCK WITH MIXER	\$218.94
	P055694			MIXER DELIVERY FEE	\$380.10
	P055694			ADJUST SALES TAX	\$0.02
BANK OF AMERICA		TXN00022817	227215	DENNY-CO F5-1090	\$49.28
		TXN00022821		FIRST-AED BATTS	\$1,030.05
		TXN00022899		HOP JA-HO F5-1090	\$68.01
		TXN00022998		OFF DEP-LAM, WIP	\$52.76
		TXN00023014		HOP JA-CO B5-4956	\$48.57
		TXN00023030		HOP JA-CO F5-1090	\$44.67
		TXN00023078		AMAZON/CUTTERHEAD HK PORTER	\$612.04
		TXN00023082		AMAZON CREDIT/CUTTERHEAD PORTE	(\$612.04)
		TXN00023132		BRD RM-MAP PINS	\$46.75
		TXN00023171		HOP JA-HO B5-1501	\$101.51
BEAVER BARK & ROCK		703020	226797	CONCRETE	\$277.99
		704357	226948	CONCRETE	\$277.99
BENTON PUD	P054851	09/15-4419818251	227247	SAFETY TRAINING 2015	\$2,764.00
	P054853	8/15-5743127752	226799	PRE-NOTIFCATION SERVICE 2015,	\$1,905.55
		9/15-72866300000	227247	WYE LIGHTS-BADGER REPEATER	\$12.48
BOYD'S TREE SERVICE LLC	P054715	4141	227249	TREE PRUNING SERVICE FROM JANU	\$7,267.88
	P054715	4145		TREE PRUNING SERVICE FROM JANU	\$7,267.88
CENTRAL WASHINGTON ASPHALT INC	P055695	10433	226964	1-1/4" "O" CRUSHED ROCK	\$237.70
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$173.67
				CITY UTILITY BILLS/AUG 2015	\$2,737.28
		135897	226809	REPAIR CHAINSAW	\$188.01
COLUMBIA GRAIN & FEED INC		15906	226972	EDGER	\$32.31
CONCRETE SPECIAL TIES INC					
CONSTRUCTION AHEAD INC DBA	P055478	25024-02	227267	2015 FLAGGING & TRAFFIC CONTRO	\$380.00
	P055478	25071-02		2015 FLAGGING & TRAFFIC CONTRO	\$883.25



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HERTZ EQUIPMENT RENTAL CORP		28205419-001	226994	RNTL; SAW, BLADE	\$86.88
HI-LINE HOLDING COMPANY LLC DBA	S016498	1/J07130	227292	BUSHING INSTALLATION TOOL	\$267.01
	S016498			DELIVERY	\$11.97
L&M TRUCK SALES INC		52535	227005	BUCKET TRUCK RENTAL 8/17-9/16	\$3,136.32
PARADISE BOTTLED WATER CO		08/15 POWEROPS	227022	BOTTLED WATER	\$38.60
ROWAND MACHINERY CO		184990	227340	BACKHOE LOADER RNTL 8/26-9/22	\$2,443.50
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T015-A8-017	226846	SLAB SAW	\$596.60
		T015-A8-028		CORE DRILLED	\$190.05
TYNDALE ENTERPRISES INC	P054841	945660	227366	FIRE RETARDANT CLOTHING-2015	\$943.58
WASTE MANAGEMENT		0093036-1819-4	227061	POL SRVC-1032 UNIVERSITY DR	\$100.86
POWER OPERATIONS TOTAL ****					\$36,136.35
Division:	504	SYSTEMS DIVISION			
BANK OF AMERICA		TXN00022913	227215	HOME DEP-GATE LATCH	\$7.11
		TXN00023003		OFF DEP-SUP GLUE	\$6.51
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$1,700.74
REXEL INC DBA		H483587	226842	WASHERS	\$31.67
		H494052		WIRE MARKING SLEEVES	\$120.52
STONEWAY ELECTRIC SUPPLY		S101341714.001	227040	CORNER PLATES	\$68.07
		S101345274.001		TWIRL NUTS	\$143.08
		S101345957.001		WASHERS	\$5.83
		S101350002.001		CONDUIT	\$23.75
		S101354485.001		CONDUIT/PLATE HUB	\$12.84
		S101356296.001		WIRE	\$865.88
		S10151688.001		CABLE TIES	\$28.84
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5080192	227370	UTILITIES LOCATE SERVICE FOR	\$190.59
WIRELESS MARKETING ENTERPRISES LLC	P055550	20441	226855	LOGO PRINTING ON BACK	\$297.00
	P055550			SAFETY VEST ELECTRICIANS FR OR	\$141.52
	P055550			5% DISCOUNT ON VESTS	(\$116.44)
	P055550			SHIPPING FEE: UPS GROUND	\$72.27
	P055550			LOGO SET UP FEE	\$90.00
	P055550			SAFETY VEST ELECTRICIANS FR OR	\$257.32
	P055550			SAFETY VEST ELECTRICIANS FR OR	\$1,929.90
SYSTEMS DIVISION TOTAL ****					\$5,877.00
Division:	505	ENERGY POLICY MGMT			
BANK OF AMERICA		TXN00022844	227215	STAPLES - PROGRAM FILE FOLDERS	\$100.31
		TXN00022897		OFFICE DEPOT-COPY PAPER	\$119.11
		TXN00022952		STAPLES-PENS/RUBBER BANDS/HIGH	\$56.32
		TXN00022963		S TAHOE AIRPORT-SHUTTLE TRIP 1	\$53.00
		TXN00022972		AMAZON-PORTABLE FILE BINS	\$37.53
		TXN00022976		HARVEYS-HOTEL ACCOMM TRIP 52-3	\$111.87



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00022993	227215	NWPPA - COMM & ENERGY CONF	\$750.00
		TXN00023027		COEUR RESORT-ENERGY SMMIT-SENG	\$175.77
		TXN00023102		NWPPA -ULTY TRNG	\$1,095.00
		TXN00023222		IEEE PWR CREDIT	(\$715.00)
BEARY , MICKEY		00211720	227076	1615 BIRCH AVE/REBATE/SOLAR-IC	\$2,272.32
BENTON COUNTY AUDITOR/WEATHERWISE	P055664	133000 RELEASE	226952	B ALGER-LIEN RELEASE; AC# 1330	\$72.00
	P055664	211800		FM CHESNEY-RECORD LIEN; AC# 21	\$72.00
	P055664	252100 RELEASE		D VARGO-RELEASE LIEN; AC# 2521	\$72.00
	P055664	280120		D BROWN-RECORD LIEN; AC# 28012	\$72.00
	P055664	321400 LIEN		S PATTANAYAK-RECORD LIEN; AC#	\$72.00
	P055664	42540		MCRAE/CLIFF RECORD LIEN; AC#	\$74.00
	P055664	431160 RELEASE		J FORAKER-RELEASE LIEN; AC# 43	\$72.00
	P055698	610280-RELEASE	227246	M O'HARA-RELEASE LIEN; AC# 610	\$72.00
	P055664	612200 RELEASE	226952	N NOWLIN-LIEN RELEASE; AC# 612	\$72.00
	P055698	620560-RELEASE	227246	G PETTETT-RECORD LIEN; AC# 620	\$72.00
	P055698	652060-RELEASE		J JENSEN-RELEASE LIEN; AC# 652	\$72.00
	P055664	700920 RELEASE	226952	N BELL-RELEASE LIEN; AC# 70092	\$72.00
	P055698	721840-RELEASE	227246	D PITTS-RELEASE LIEN; AC# 7218	\$72.00
	P055664	82180	226952	K COTTRELL-RECORD LIEN; AC# 82	\$72.00
	P055664	824880		L ZIMMERMAN-RECORD LIEN; AC#	\$72.00
BIANCOSINO, DAVID		00432080	227078	511 SHAW ST/REBATE/SOLAR-ICR	\$582.15
BOSTON, JEFFREY		00353500	227079	81 HODGES CT/REBATE/SOLAR-ICR	\$2,506.68
CHAND, DULI		09812273	227085	550 JORDAN LN/REBATE/SOLAR-ICR	\$2,661.12
CHINOOK HEATING & AIR INC		24523	227257	327 BROADMOOR-REBATE-HP	\$1,000.00
CITY OF RICHLAND		112880	227261	1711 FRIES-REBATE-WIN	\$1,130.64
		12180		411 ADAMS-REBATE-DHP/WIN/INS	\$1,632.20
		242490		1403 SANFORD-REBATE-WIN/HP	\$2,148.08
		350460		90 VAN GIESEN-REBATE-INS/WIN	\$1,819.10
		351680		1636 HOWELL-REBATE-WIN	\$984.96
		412080	226806	608 CASCADE-REBATE-HP	\$1,000.00
		542600	227261	1916 GEO WA WAY-REBATE-WIN	\$1,213.84
		62340		415 CULLUM-REBATE-HP/WIN	\$2,826.96
		823540		2006 ORCHARD WAY-REBATE-HP	\$1,000.00
CLEARRESULT CONSULTING	P055144	068525	227262	DUCTLESS HEAT PUMP PROGRAM	\$320.00
	P055144	070330		DUCTLESS HEAT PUMP PROGRAM	\$400.00
	P055144	071889		DUCTLESS HEAT PUMP PROGRAM	\$80.00
CONCA, JAMES		00840580	227092	2801 APPALOOSA/REBATE/SOLAR-IC	\$1,189.62
COUCHMAN, LESTER		01250455	227093	435 AIMEE DR/REBATE/SOLAR-ICR	\$2,236.14
CUTSFORTH, JERRY		06063174	227094	258 SCOULER CT/REBATE/SOLAR-IC	\$2,437.02
DALY, JOHN		00740640/2015	227095	1488 AMON DR/REBATE/SOLAR-ICR	\$1,644.84
DAVIS, ROBERT		00796415	227096	253 SCOULER/REBATE/SOLAR-ICR	\$5,000.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DAYCO HEATING & AIR		41167	227273	1326 WRIGHT-REBATE-DHP	\$800.00
		42354		1100 TOMICH-REBATE-HP/PTCS	\$1,250.00
		43056		166 ORCHARD WY-REBATE-PTCS	\$250.00
		43530		1717 DEL CAMBRE LP-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC		23737	227274	2021 MAHAN #K6-REBATE-HP	\$1,000.00
		23741		1904 EVEREST-REBATE-HP	\$1,000.00
EES CONSULTING	P055329	31773	226979	POWER RESOURCE PLANNING CONSUL	\$6,475.00
ENERGY INCENTIVES INC	P054722	CORJULY2015	226980	RESIDENTIAL EE INSPECTIONS PER	\$2,230.00
FELLER, DAVID		00751500	227106	1403 RIMROCK AVE/REBATE/SOLAR	\$1,744.56
FINANCIAL CONSULTING SOLUTION GROUP	P054729	2358-21508034	226985	PROF SERVICES 1/1/15 - 12/31/1	\$225.00
FRAZIER, JANE		00172060	227107	2405 RICHMOND BLVD/REBATE/SOLA	\$2,042.28
GREENWELL, ERIC		00081800	227111	222 THAYER DR/REBATE/SOLAR-ICR	\$1,003.65
GRISWOLD, DARWIN		00211100	227112	1403 COTTONWOOD DR/REBATE/SOLA	\$1,643.76
HAFNER, RICHARD		00751060	227113	1412 COWICHE/REBATE/SOLAR-ICR	\$3,254.58
HAMMERSMITH, KAREN		00702340	227114	2229 HARRIS AVE/REBATE/SOLAR-I	\$2,171.34
HOPKO, ALAN		02010680	227117	3014 SONORAN DR/REBATE/SOLAR-I	\$3,232.44
IWI INC		75959	227297	2124 BRIARWOOD CT-REBATE-INSUL	\$250.00
JACOBS & RHODES INC		35297	227298	209 CRESTWOOD-REBATE-HP	\$1,000.00
		35378		2421 DAVISON-REBATE-HP	\$1,000.00
JANECKE, RICK		00630540/2015	227122	2146 HUDSON/REBATE/SOLAR-ICR	\$1,762.02
		00630540-2015		2146 HUDSON/REBATE/SOLAR-ICR	\$1,661.58
KADLEC REGIONAL MEDICAL CENTER		00931733	227136	888 SWIFT/REBATE/SOLAR-ICR	\$2,781.54
KENDALL, RANDALL		1610240	227140	770 CANYON/REBATE/SOLAR-ICR	\$2,411.10
LEWIS, BERNARD		00700680	227144	2323 BENTON/REBATE/SOLAR-ICR	\$576.75
M CAMPBELL & COMPANY INC		11585749-1	226829	1425 DESERT SPR-REBATE-HP	\$1,000.00
		159933602	227313	516 BLUE-REBATE-HP	\$1,000.00
		16003972		1951 MARSHALL-REBATE-HP	\$1,000.00
		17321162		2007 GEO WA WAY-REBATE-HP	\$1,000.00
		17324144	226829	2124 BRIARWOOD CT-REBATE-HP	\$1,000.00
		17347208	227313	2315 HOOD-REBATE-HP	\$1,000.00
		17426567		1388 COWICHE CT-REBATE-HP	\$1,000.00
		25202552		65 RIDGECLIFF DR-REBATE-HP	\$1,000.00
MATHEY, JARED		00721180	227151	2245 DAVISON/REBATE/SOLAR-ICR	\$807.15
MEIER, KIRSTEN		00713900	227152	306 GULF CT/REBATE/SOLAR-ICR	\$1,754.46
MITCHELL, RONALD		00691380	227155	2535 ALEXANDER/REBATE/SOLAR-IC	\$5,000.00
NORDWALL, DOUGLAS		00890860	227157	105 BREMMER/REBATE/SOLAR-ICR	\$2,006.10
PAULSON, PATRICK		00721200	227162	2253 DAVISON/REBATE/SOLAR-ICR	\$3,487.86
PENG, YONGREN (BEN)		713640	227163	320 SEASIDE/REBATE/SOLAR-ICR	\$420.66
PERFECTION GLASS		9936417208	227325	358 GREENBROOK PL-REBATE-WNDWS	\$1,021.02
		9939642835	226838	307 DELAFIELD-REBATE-WINDOWS	\$1,272.00
		9939642837	227325	1423 MARSHALL-REBATE-WINDOWS	\$1,147.62



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PERFECTION GLASS	P055246	9939642840	227325	ADJUST FOR TAX	\$0.01
	P055246			EE LOAN: J MCCABE, 1636 HOWELL	\$8,570.70
		9939642894		106 FAIRWOOD-REBATE-WINDOWS	\$2,019.00
PETERSON, SPENCER		1720178	227164	2712 JASON LP/REBATE/SOLAR-ICR	\$110.16
PONG, LICHUNG		2013765	227167	3045 RIVERBEND/REBATE/SOLAR-IC	\$1,133.64
POORMAN, JERRY JR		00411730/2015	227168	505 CASCADE/REBATE/SOLAR-ICR	\$1,492.02
		00411730-2015		505 CASCADE/REBATE/SOLAR-ICR	\$1,611.90
SHEA, SHERYL & DAVID		00850080	227177	4270 TAMI ST/REBATE/SOLAR-ICR	\$3,063.42
SHEIDE, DYANE J		00772640	227178	605 PATRICIA/REBATE/SOLAR-ICR	\$1,486.62
SHURTS LIVING TRUST		611040	227179	1831 NORWOOD/REBATE/SOLAR-ICR	\$1,448.64
SMITH INSULATION INC		13451-COFR	226848	2350 WASTON-REBATE-INSULATION	\$2,047.00
		13487-COFR	227344	116 JACKSON CT-REBATE-INSULATI	\$90.00
SMITH, ANSON		09812585	227180	4504 HIGHVIEW/REBATE/SOLAR-ICR	\$2,956.50
SMITH, JASON		6062691	227181	3653 NOTTINGHAM/REBATE/SOLAR-I	\$2,070.36
SPERRY, WILLIAM		06061017	227182	2611 COULTER/REBATE/SOLAR-ICR	\$4,498.20
SWALLOW, TROY		00171500	227185	1003 ELM AVE/REBATE/SOLAR-ICR	\$2,244.78
THOMPSON, TERESA		6062692	227188	3659 NOTTINGHAM/REBATE/SOLAR-I	\$880.20
TOTAL ENERGY MANAGEMENT INC	P055417	53425LOAN	227358	EE LOAN: K ANDRES, 1403 SANFOR	\$7,784.45
WAITE, COREY		00421280	227196	573 SAINT ST/REBATE/SOLAR-ICR	\$370.20
WATER SOLUTIONS INC	P054903	11696	227376	DCS (703) BDLG WATER UNIT RENT	\$17.38
WATKINS, CLIFFORD		09812954	227198	1630 ELIZABETH/REBATE/SOLAR-IC	\$3,406.86
WIELANG, CHARLES R		00900240	227199	1310 RATHWOOD/REBATE/SOLAR-ICR	\$2,119.50
WILHELMI, LYLE		312500	227200	1412 FARRELL/REBATE/SOLAR-ICR	\$265.68
WINING, ERIN		01503200	227201	395 SELL LANE/REBATE/SOLAR-ICR	\$2,174.10
WOOD, GEORGE		1403280	227202	1377 CHARDONNAY/REBATE/SOLAR-I	\$2,161.62
ENERGY POLICY MGMT TOTAL ****					\$158,656.99
Division:	506	TECHNICAL SERVICES			
BANK OF AMERICA		TXN00022870	227215	L&I-PLANT PERMIT	\$2,189.70
		TXN00022900		L&I-AMON PERMIT	\$118.60
		TXN00022969		VARIDESK-PC STND	\$500.00
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$1,410.74
TECHNICAL SERVICES TOTAL ****					\$4,219.04
ELECTRIC UTILITY FUND Total ***					\$299,553.94
FUND	402	WATER UTILITY FUND			
Division:	000				
DEPARTMENT OF COMMERCE	P055731	DWSRF-161665	227275	HORN RAPIDS RESERVOIR LOAN PMT	\$36,116.05
	P055731			HORN RAPIDS RESERVOIR LOAN PMT	\$160,515.76
	P055726	DWSRF-87279		N RHLD WELLFIELD DISINFECTION	\$116,130.35
	P055726			N RHLD WELLFIELD DISINFECTION	\$10,451.73



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DEPARTMENT OF COMMERCE	P055729	DWSRF-87313	227275	N RHLD WELLFIELD CAPACITY IMPR	\$5,178.27
	P055729			N RHLD WELLFIELD CAPACITY IMPR	\$57,536.30
	P055730	DWSRF-91984		BADGER MTN PUMP STATION LOAN P	\$36,250.00
	P055730			BADGER MTN PUMP STATION LOAN P	\$5,437.50
HD FOWLER COMPANY INC	P055616	I4020536	227290	METER,BOX, BLACK PLASTIC COVER	\$872.49
	P055616			METER,BOX, BCF TOP/MID/BOTTOM	\$1,583.39
TOWNSEND CONTROLS & ELECTRIC LLC	P055291	C92-15/PYMT 3	227359	RETAINAGE - C92-15 PYMT 3	(\$934.95)
UNASSIGNED TOTAL ****					\$429,136.89
Division:	410	WATER CAPITAL PROJECTS			
GRAINGER	S016539	9839091338	227288	CIRCUIT PROTECTOR ITEM #2DC60	\$578.36
TOWNSEND CONTROLS & ELECTRIC LLC	P055291	C92-15/PYMT 3	227359	C/O #1B WATER UV FACILITY	\$3,349.87
	P055291			C/O #1D WATER UV FACILITY	\$7,412.49
WATER CAPITAL PROJECTS TOTAL ****					\$11,340.72
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1473	226942	ARBAUGH_LEG_SVCS_AUGUST	\$540.00
LAW OFFICE OF THOMAS M PORS	P055109	439-FINAL PMT	227309	MOD #1 ADDITIONAL IN-DEPTH	\$2,626.00
	P055109	470		WATER RIGHTS MANAGEMENT - REVI	\$1.00
	P055109			MOD #1 ADDITIONAL IN-DEPTH	\$3,044.00
RH2 ENGINEERING INC	P055068	63315	227336	WATER HYDRAULIC MODELING ON-CA	\$756.98
WATER ADMINISTRATION TOTAL ****					\$6,967.98
Division:	412	WATER OPERATIONS			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$159.61
BANK OF AMERICA		TXN00022872	227215	EBAY - TABLET CAR CHARGERS	\$5.99
		TXN00022874		EBAY - TABLET CASE	\$29.98
		TXN00023035		FURROW PUMP/CALIBRATION CYLIND	\$236.51
		TXN00023043		COSTCO - SALT	\$312.20
		TXN00023208		HACH/REAGENT,PH SOL,SMPL CELL	\$1,529.88
BENTON FRANKLIN HEALTH DISTRICT		7484	226955	WATER SAMPLES	\$2,848.00
BENTON RURAL ELECTRIC ASSOCIATION		8/15-38510	226957	KENNEDY BIISTER STATION	\$2,164.94
BUILDERS HARDWARE & SUPPLY CO INC		S3429530.001	226959	REPAIR ACCESS CONTROL-M HILLS	\$238.88
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$269.50
				CITY UTILITY BILLS/AUG 2015	\$92,586.83
FINCH, JOHN		15-330 FINCH	227281	15-330 WSDOH MTG-OLYMPIA	\$160.49
GRAINGER	S016523	9822981313	226990	REPLACEMENT WINDSOCK ITEM #3LW	\$79.75
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$19.72
STONEMAN ELECTRIC SUPPLY		S101371888.001	227347	3/4X1/2 RED BUSH	\$18.95
TRI CITIES BATTERY & AUTO REPAIR		106010	227048	BATTERY-MEADOW HILLS PS	\$25.01
UNITED PARCEL SERVICE	S016534	000986641375	227193	GORUND PKG TO HF SCIENTIFIC FO	\$6.01
VERIZON WIRELESS		9750892039	226851	WTP SCADA LINE 8/20-9/19	\$25.62
XEROX CORPORATION		081181744	227070	W7225PT BASE CHGS-AUGUST 2015	\$127.59



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$60.60
WATER OPERATIONS TOTAL ****					\$100,906.06
Division:	413	WATER MAINTENANCE			
ABADAN INC		ARIN058148	226939	HR MANUAL COPIES	\$40.43
ACUITY SPECIALTY PRODUCTS INC DBA	S016527	9001815827	227207	FILTER CARTRIDGES, MODEL 5199,	\$27.15
	S016527			SHIPPING	\$28.13
	S016527			DYNA-TRAP FILTER BAG, 2/CASE,	\$108.60
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$262.10
BANK OF AMERICA		TXN00022835	227215	WAL-MART #3261 - TABLET MICE W	\$32.51
		TXN00022856		WALMART - CITY FAIR CANDY	\$17.96
		TXN00022872		EBAY - TABLET CAR CHARGERS	\$11.98
		TXN00022874		EBAY - TABLET CASE	\$44.97
		TXN00022893		MC CROMETER/GEAR ASSEMBLY	\$61.97
		TXN00022927		OFFICE DEPOT - SHEET PROTECTO	\$46.00
BEAVER BARK & ROCK		702179	226797	CONCRETE	\$241.07
		705010	227243	CONCRETE	\$277.99
		705052		CONCRETE	\$206.32
BEAVER EQUIPMENT SPECIALTY CO INC	S015978	14128I	227244	ADAPTION ONLY FA10A/F16 TO IQ3	\$132.59
	S015978			ROTORK IQ3 12FA10 B4 ACTUATOR	\$11,282.45
CENTRAL HOSE & FITTINGS INC		418619	226963	BUSHING/ADAPTERS	\$130.43
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$505.34
				CITY UTILITY BILLS/AUG 2015	\$606.66
				CITY UTILITY BILLS/AUG 2015	\$76.26
				CITY UTILITY BILLS/AUG 2015	\$948.35
				CITY UTILITY BILLS/AUG 2015	\$991.33
				CITY UTILITY BILLS/AUG 2015	\$1,016.09
				CITY UTILITY BILLS/AUG 2015	\$2,309.09
				CITY UTILITY BILLS/AUG 2015	\$22,189.76
COLUMBIA RIGGING CORP		26753	226971	SLING W/HOOK	\$46.16
FASTENAL COMPANY		WARIC51939	226813	SCREWS/WASHERS	\$32.63
		WARIC52288	226983	BOLTS	\$6.17
GRAINGER	S016523	9820334861	226990	PLEATED FILTER ITEM #2W239	\$68.35
	S016523	9823761813		TEE PVC ITME #3TNR9	\$20.41
	S016539	9833648935	227288	BATTERY PACK ITEM #6VEE3	\$1,108.76
	S016523	TAX ADJ	226990	TAX ADJUSTMENT FOR INVOICES:	(\$62.65)
HD FOWLER COMPANY INC		I4023306	226992	FORD 1 1/4" ADAPTER	\$81.60
		I4033553	227290	METER BOXES	\$166.48
HD SUPPLY WATERWORKS LTD		E356282	226817	TAP MACHINE BRAKE PADS	\$187.45
KELLER SUPPLY COMPANY		S008957175.001	227304	COUPLING	\$22.10
KELLEY'S TELE-COMMUNICATIONS INC	P054898	276309012015	226822	ANSWERING SERVICE CHARGES - WA	\$45.83
OXARC INC		R363051	227020	CYLINDER RENTAL	\$79.98



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		210061	226843	EPOXY	\$7.59
		210094		FILES	\$42.32
		47925	227032	NIPPLE	\$4.11
UNITED PARCEL SERVICE	S016544	000986641385	227369	COLLECT FREIGHT CHARGES FOR PK	\$3.87
	S016544			WEIGHT CORRECTION FOR COLLECT	\$0.07
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5080192	227370	UTILITIES LOCATE SERVICE FOR	\$31.77
XEROX CORPORATION		081181726	227383	W7855PT BASE CHG/PRINTS-AUG	\$52.36
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$19.06
WATER MAINTENANCE TOTAL ****					\$43,559.95
WATER UTILITY FUND Total ***					\$591,911.60
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
WILLIAMS BROTHER CONSTRUCTION, LLC	P055643	156-15/PMT 1	227069	RETAINAGE 156-15 PMT 1	(\$3,150.00)
UNASSIGNED TOTAL ****					(\$3,150.00)
Division:	421	SEWER CAPITAL PROJECTS			
REESE CONCRETE PRODUCTS MFG	P055555	55217	227332	817 SEWER LID ONLY	\$1,629.00
	P055555			817 RING & COVER - SEWER	\$3,665.25
TOWNSEND CONTROLS & ELECTRIC LLC	P055291	C92-15/PYMT 3	227359	C/O #1C WWTF ADDITIONAL WORK	\$2,729.20
	P055291			C/O #1E WWTF INTEGRATION & SCA	\$6,815.95
WILLIAMS BROTHER CONSTRUCTION, LLC	P055643	156-15/PMT 1	227069	WWTF SOLIDS UPGRADE PROJECT -	\$63,000.00
SEWER CAPITAL PROJECTS TOTAL ****					\$77,839.40
Division:	422	SEWER OPERATIONS			
ALS GROUP USA CORP DBA	P055474	51-310616-0	227211	WATER- 200.7 METALS BY INDUCTI	\$30.00
	P055474			WATER- 335.4 TOTAL CYANIDE	\$40.00
	P055474			WATER- 420.1 PHENOLICS	\$45.00
	P055474			BSEL 7/14/15 SAMPLING EVENT,	\$60.00
	P055474			WATER- 1631E TOTAL MERCURY	\$60.00
	P055474			WATER- 200.8 TRACE ELEMENTS	\$130.00
	P055474			WATER- 625 SEMIVOL. ORGANIC CO	\$215.00
	P055474			WATER- 624 VOLATILE ORGANIC CO	\$400.00
	P055474			WATER- 608 ORGANCHLOR. PEST./P	\$160.00
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$164.93
BANK OF AMERICA		TXN00022831	227215	OMEGA ENG-CMPOST THERM HNDHL	\$125.00
		TXN00022841		BATTERIES PLUS-LITHIUM BATTS	\$108.33
		TXN00022860		USA BLUE BOOK-RVN SLDG INTFC D	\$999.82
		TXN00022865		HARBOR FREIGHT TOOLS-WWTF OPS	\$107.63
		TXN00022871		C&C SMART FOOD-CITY FAIR CANDY	\$18.76
		TXN00022878		WW GRAINGER-4BA93 CARTRDGES	\$184.82
		TXN00022896		DISCOUNTFILTERSTORE.CO-HB FLTR	\$47.98



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00022915	227215	SPUDNUT SHOP -SAFETY TRAINING	\$16.94
		TXN00022938		PPRC-TBILLINGS PRETRTMNT WRKSH	\$320.00
		TXN00022965		ONLINE LABELS-WTHRPRF LABELS	\$54.90
		TXN00022980		PAYPAL TRAIN2RETAIN-KHIGGINS	\$150.00
		TXN00022990		STAPLES-PENS/WIPES/NOTEPDS	\$67.57
		TXN00023008		AMAZON MKTPLC-CREDIT-AED ZPADS	(\$55.00)
		TXN00023086		THE HOME DEPOT-WWTF DUSTERS	\$35.64
		TXN00023135		FRED-MEYER #0286-PNCWA TRAININ	\$15.86
		TXN00023139		USA BLUE BK-PETRI DSHS/FLTRS/N	\$597.50
		TXN00023156		AMAZON MKTPLACE- AED ZPADS	\$55.00
		TXN00023159		FRED-MEYER #0286-WWTF CAR WIPE	\$10.19
		TXN00023176		SPUDNUT SHOP-PNCWA TRAINING	\$23.41
		TXN00023178		STARBUCKS #03360-PNCWA TRAININ	\$48.71
		TXN00023180		NEWEGG/UPS TOWER	\$999.19
		TXN00023181		NEWEGG/UPS TOWER	\$999.19
		TXN00023183		OWPSACSTATE-HMORENO OPS VOLII	\$109.00
BI STATE OCCUPATIONAL SAFETY & HEALTH		1799-B	227248	DOT EXAMS/LOGGING/MEDICAL	\$105.00
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$18,531.69
GRAINGER	S016523	9823960506	226990	LINER, WAXED PAPER ITEM #3U824	\$24.52
	S016523	9824623236		STREET ELBOW ITEM #6JM74	\$31.69
	S016523	9826462856		TUBING 45 PSI ITEM #4HL98	\$156.44
	S016523	9826462864		SILCONE TUBING ITEM #2NYV8	\$254.55
	S016523	9829064360		TUBBING 45 PSI ITEM #4HL98	\$125.15
	S016539	9832515770	227288	REPLACEMENT FLUID ITEM #6T154	\$91.54
	S016539	9835044737		GAUGE, PRESSURE ITEM #36TV61	\$54.93
GREEN MOUNTAIN TECHNOLOGIES INC		752	226991	TRANSMITTER REPAIR	\$78.84
LINKO DATA SYSTEMS INC	P055606	4454	226828	LINKO SOFTWARE MAINTENANCE AND	\$2,610.00
MOON SECURITY SERVICES INC		780772	226833	WASTERWATER FIRE MONITORING	\$33.15
PARADISE BOTTLED WATER CO		8/15 WASTEWATER	227022	BOTTLED WATER	\$332.90
PARAMOUNT SUPPLY COMPANY		207082	226837	BALL VALVES	\$122.73
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$3.33
UNITED PARCEL SERVICE	S016534	000986641375	227193	GROUND PKG TO ALS FOR WWTP	\$12.35
	S016544	000986641385	227369	2 GROUND PKGS TO ALS FOR WWTP	\$44.23
WA STATE DEPARTMENT OF ECOLOGY		2016-WA0020419	226852	WASTE WATER PERMIT-1ST FY 2016	\$30,956.04
		NR16078001	227057	WWTF-LAB ACCREDITATION	\$760.00
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$98.03
SEWER OPERATIONS TOTAL ****					\$60,772.48
Division:	423	SEWER MAINTENANCE			
ABADAN INC		ARIN057973	226793	LAMINATE MAP	\$19.55
AMERICAN ROCK PRODUCTS INC	S016519	243950	226941	1-1/4" MINUS BASE COURSE PICK	\$114.95
	S016519	244025		1-1/4 MINUS BASE COURSE DELIV	\$664.77



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC	S016519	244026	226941	5/8 MINUS TOP COURSE, DELIVERE	\$131.98
	S016519	244201		ECOLOGY BLOCK 2X2X6 PICK UP	\$684.18
	S016519	244351		5/8" MINUS TOP COURSE DELIVERE	\$330.94
	S016519	244352		ECOLOGY BLOCK 2X2X6 PICK UP	\$228.06
	S016519			ECOLOGY 1/2 UTILITY BL DELIVE	\$54.30
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$172.56
BANK OF AMERICA		TXN00022849	227215	RITE AID STORE-WWTF SYRINGES	\$5.00
		TXN00022956		HARBOR FREIGHT TOOLS-BUNGEE CR	\$14.11
		TXN00022968		RITE AID STORE-WWTF SYRINGES	\$10.86
KELLEY'S TELE-COMMUNICATIONS INC	P054898	276309012015	226822	ANSWERING SERVICE CHARGES - WA	\$45.82
MONARCH MACHINE & TOOL CO INC		A179565	227016	WW DECANT PAD-2" HR FB	\$57.51
MOON SECURITY SERVICES INC		780772	226833	WASTERWATER FIRE MONITORING	\$33.15
PRO BUILD COMPANY LLC		71461384	226840	CHALK/LINE REEL	\$8.68
REXEL INC DBA		H458310	226842	WALL MOUNTED LIGHTING	\$581.67
RICHLAND ACE HARDWARE		47885	226843	CONCRETE SEALER	\$13.01
TWIN CITY METALS INC		89540	227051	DECANT PAD-40" SS ANGLE	\$199.82
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5080192	227370	UTILITIES LOCATE SERVICE FOR	\$31.77
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$1.33

SEWER MAINTENANCE TOTAL ****

\$3,404.02

WASTEWATER UTILITY FUND Total ***

\$138,865.90

FUND 404

SOLID WASTE UTILITY FUND

Division:

431

SOLID WASTE ADMINISTRATION

MOON SECURITY SERVICES INC	769353	227017	PATROL SRVCS-SAINT STREET	\$105.00
WA STATE DEPT OF TRANSPORTATION	INV0000008484	227058	TRAFFIC CONTROL-RECOVER TRUCK	\$505.00

SOLID WASTE ADMINISTRATION TOTAL ****

\$610.00

Division:

432

SOLID WASTE COLLECTION

AT&T WIRELESS	8/15-287243288881	227213	287243288881 7/27-8/26/15	\$62.45
BANK OF AMERICA	TXN00022966	227215	SWANA -MEMBERSHIP-M.CHIDESTER	\$212.00
	TXN00023004		YAKIMA WORKER CARE PLLC - DOT	\$100.00
	TXN00023083		YAKIMA WORKER CARE PLLC - DOT	\$100.00
	TXN00023088		COMPLIANCESIGNS.COM -CONT. SIG	\$67.00
	TXN00023098		YAKIMA WORKER CARE PLLC - DOT	\$100.00
	TXN00023167		YAKIMA WORKER CARE PLLC - DOT	\$100.00
	TXN00023210		YAKIMA WORKER CARE PLLC - DOT	\$100.00
CITY OF RICHLAND	8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$228.77
CLAYTON WARD COMPANY	P054911	819804	2015 DROP BOX RECYCLING SERVIC	\$7,000.00
	821705	226968	CURBSIDE RECYCLING-AUGUST	\$3,611.93
PITNEY BOWES PURCHASE POWER	0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$138.72
VERIZON WIRELESS	9750934085	226851	ROUTEWARE DATA 8/20-9/19	\$640.16



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$20.58
SOLID WASTE COLLECTION TOTAL ****					\$12,481.61
Division:	433	SOLID WASTE DISPOSAL			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$33.34
BANK OF AMERICA		TXN00022932	227215	STAPLES - PAPER,RECPT TAPE,PEN	\$144.69
		TXN00022992		OFFICE DEPOT-CALC.TAPE,MAIL LA	\$49.27
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$1,409.18
COYOTE RIDGE CORRECTIONS CENTER		CRCC1507-196	226975	WORK CREW-JULY	\$273.20
FASTENAL COMPANY		WARIC52306	227278	SAFETY GLASSES	\$89.79
FOLLETT, LYNNE		AUG 2015	227282	FOLLETT-MILEAGE AUG 2015	\$44.28
FRONTIER	S016522	8/15-206-188-2614	226987	TELEPHONE CHARGES 8/19/15-9/18	\$120.14
GRAINGER	S016539	9840270269	227288	DISPOSABLE RESPIRATOR ITEM #4J	\$68.80
JT AUTOMOTIVE PARTS INC DBA		340655	226997	SPARK PLUGS	\$7.08
LSC ENVIROMENTAL PRODUCTS LLC	P055702	30585	227312	LANDFILL ALTERNATE DAILY COVER	\$18,472.86
	P055702			DELIVERY	\$1,700.98
MITCHELL, FRANK		AUG 2015	227316	MILEAGE REIMBURSEMENT-AUG 2015	\$32.20
PARADISE BOTTLED WATER CO		8/15-LANDFILL	227022	BOTTLED WATER-AUG	\$116.89
PARAMETRIX INC	P055201	01-75774	227023	2015 LANDFILL SAMPLING,MONITOR	\$1,717.52
WASTE MANAGEMENT		0093035-1819-6	227061	POL SRVC-LANDFILL	\$126.83
XEROX CORPORATION		081181696	227070	W7225PT BASE CHGS-AUGUST 2015	\$190.27
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$42.38
SOLID WASTE DISPOSAL TOTAL ****					\$24,639.70
SOLID WASTE UTILITY FUND Total ***					\$37,731.31
FUND	405	STORMWATER UTILITY FUND			
Division:	440	STORMWATER CAPITAL PROJECTS			
BANK OF AMERICA		TXN00022977	227215	BENTON FRANKLIN FAIR-SW TIX/PR	\$119.75
HDR ENGINEERING INC	P054264	00457524-H	226993	STORMWATER MANAGEMENT PLAN-123	\$10,125.95
REESE CONCRETE PRODUCTS MFG	P055555	55217	227332	817 DRAIN LID ONLY	\$1,357.50
	P055555			817 4" RING ONLY	\$1,086.00
URS CORPORATION	P054281	37595093	227054	MOD #3 SUPPORT PUBLIC INFORMAT	\$2,947.53
STORMWATER CAPITAL PROJECTS TOTAL ****					\$15,636.73
Division:	441	STORMWATER			
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$23.00
BANK OF AMERICA		TXN00023022	227215	ORIENTAL TRADING CO - CONST HA	\$319.45
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$356.69
STORMWATER TOTAL ****					\$699.14
STORMWATER UTILITY FUND Total ***					\$16,335.87
FUND	407	MEDICAL SERVICES FUND			



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 121 AMBULANCE					
ARROW INTERNATIONAL	P055557	93266144	226943	TAX	\$29.23
	P055557			#9074, EZ-IO POWER DRIVER HARD	\$18.95
	P055557			FREIGHT	\$38.30
	P055557			#9058, EZ-IO POWER DRIVER	\$295.00
	P055557			#9001, EZ-IO 25MM NEEDLE SET	\$1,100.00
BANK OF AMERICA		TXN00022887	227215	AMAZON - AMB BILLING TONER	\$227.99
		TXN00023017		RAM MOUNTS - M1723 MDT MOUNT	\$326.03
		TXN00023028		COSTCO - ST 74 SHREDDER	\$108.59
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$1,325.23
EAGLE PRINTING & GRAPHIC DESIGN INC		41604	226978	#9 AMB BILLING ENVELOPES	\$289.32
LIFE ASSIST INC		721000	227008	GLUCAGEN/ONDANSETRON/EPI	\$269.78
PARADISE BOTTLED WATER CO		7/15-FIRE ST 71	227022	BOTTLED WATER	\$35.58
		7/15-FIRE ST 72		BOTTLED WATER	\$37.13
		7/15-FIRE ST 73		BOTTLED WATER	\$17.28
		7/15-FIRE ST 74		BOTTLED WATER	\$9.66
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$136.04
SEA WESTERN INC	P055645	186111	227035	HAIX XR1 STATION BOOTS	\$1,086.00
	P055645	186332		HAIX XR1 STATION BOOTS	\$271.50
STERICYCLE INC		3003098717	227039	BIO WASTE DISPOSAL	\$85.72
STRYKER SALES CORPORATION		1684820M	227041	2015 POWER LOAD SYSTEM	\$22,075.34
VERIZON WIRELESS		9749241765	227056	MDT WIRELESS CHRGS 7/20-8/19	\$224.06
AMBULANCE TOTAL ****					\$28,006.73
MEDICAL SERVICES FUND Total ***					\$28,006.73
FUND 408 BROADBAND FUND					
Division: 460 BROADBAND ADMINISTRATION					
CIRCLE H CONSTRUCTION INC	S016371	15-236	226966	FIBER BUILD TO ORCHARD ELEMENT	\$18,199.82
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$174.65
FRONTIER FENCE INC	S016415	37198	227284	GATE REPAIR AT 1915 HORN RAPID	\$1,954.80
PARAMOUNT COMMUNICATIONS INC	P055602	31093	226836	TRANSFER THE FIBER AT THE 2 DE	\$879.66
BROADBAND ADMINISTRATION TOTAL ****					\$21,208.93
BROADBAND FUND Total ***					\$21,208.93
FUND 501 CENTRAL STORES FUND					
Division: 000					
HORIZON DISTRIBUTION INC	P055632	881847	227293	SPONGE CELLULOSE 6 X 4-3/16	\$14.66
	P055632			PROPANE CYLINDER, 14 OZ, 1"	\$101.39
	P055632			BLADE, HACKSAW 12 IN, 24 TPI,	\$5.02
	P055632			BRUSH DAIRY 4 X 3" FACE, 8 1/2"	\$13.96



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INTERLINE BRANDS INC DBA	P055631	345548580	227295	MOP, HEAD, WET MOP, BLENDED	\$133.97
NORCO INC	P055651	16700242	227019	GLOVES, COWHIDE, MEDIUM,	\$651.60
	P055651			ADJUST SALES TAX	\$0.01
	P055651			GLOVES, SOL-VEX, SIZE 10	\$17.33
	P055651			GLOVES, SOL-VEX, SIZE 11	\$17.33
	P055651			GLOVES, COWHIDE, SMALL,	\$651.60
	P055651			GLOVES, COWHIDE, LARGE,	\$651.60
	P055651			GLOVES, COWHIDE, X-LARGE,	\$651.60
	P055651	16748345		ADJUST SALES TAX	(\$0.01)
	P055651			GLOVES, HYLITE, KNIT WRIST,	\$76.63
	P055651			GLOVES, THERMAL-GRIP, SIZE 9	\$59.30
UNASSIGNED TOTAL ****					\$3,045.99
Division: 903	CENTRAL STORES				
XEROX CORPORATION		081181738	227383	C75 PRINTSHOP USAGE	\$361.72
		081181740		C75 PRINTSHOP USAGE	\$279.58
CENTRAL STORES TOTAL ****					\$641.30
CENTRAL STORES FUND Total ***					\$3,687.29
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division: 214	EQUIPMENT MAINTENANCE				
A & E TOWING LLC		10490	227205	TOWING VEH 2284 WO 40513	\$164.52
ATOMIC AUTO BODY INC		27968	227214	HINGE/REPAIR VEH 2350 WO 40489	\$282.24
BANK OF AMERICA		TXN00022951	227215	WalMart - Mobil1 0W20	\$86.14
		TXN00022954		Amazon.com - Purchase	\$804.17
		TXN00022960		TIGER TOOL - KingPin Press Par	\$91.45
		TXN00022964		INTERNATIONAL TRANSACTION - Ti	\$0.73
		TXN00023090		STAPLES - Fleet Office Supplie	\$142.91
		TXN00023123		STAPLES - Fleet Office Supplie	\$3.53
		TXN00023126		INTERNATIONAL TRANSACTION - Ti	\$4.37
		TXN00023129		TIGER TOOL - KingPin Press Par	\$546.28
		TXN00023143		HOME DEPOT - SpillKit Pavers	\$121.63
		TXN00023166		IN AUTOMOTIVE TRAINING - Trai	\$1,134.00
		TXN00023168		SQ ROCK-IT RADIO - Keyfob ins	\$135.75
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		2ND QTR 2015-HH	226954	HHANDS APPLICATIONS 2QTR 2015	\$235.00
BRAUN NORTHWEST INC		18256	226801	STEP CNTRL VEH 5043 WO 40091	\$171.53
CASCADE FIRE EQUIPMENT CORP DBA		115626	226960	HALE PCKNG VEH 5033 WO 39929	\$358.38
		116029	227253	MIRROR ASSMB VEH 5038 WO 40021	\$1,022.12
CENTRAL HOSE & FITTINGS INC		418689	226963	HYD ASSY VEH 7145 WO 40284	\$249.86
		418764		STRUT VEH 3320 WO 40364	\$5.26
		418831		CAM VEH 5039 WO 40366	\$17.40



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CENTRAL HOSE & FITTINGS INC		419235	227255	BRASS ELBOW VEH 3306 WO 40102	\$7.86
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$4,001.58
COLEMAN OIL COMPANY		0386068-IN	226808	OFF ROAD DIESEL LANDFILL	\$4,005.36
		0386975-IN	227264	OFF ROAD DIESEL LANDFILL	\$4,975.50
COMMERCIAL TIRE INC		215075	227266	TIRE REPAIR VEH 7152 WO 40520	\$36.92
		215076		TIRES VEH 3304 WO 40519	\$283.52
		215217		TIRE REPAIR VEH 3281 WO 40521	\$1,959.32
		215228		TIRE DISP VEH 3281 WO 40521	\$7.50
CONNELL OIL INC		0125419-IN	226973	GUARDOL VEH 7141 WO 40511	\$128.88
CORWIN OF PASCO LLC		370599	226810	LAMP ASSY VEH 3330 WO 40295	\$75.48
		370671		LAMP ASSY VEH 3330 WO 40295	\$75.97
		370793		SCRN,GSKT VEH 5032 WO 40413	\$67.80
		370794		FILTERS VEH 5032 WO 40412	\$143.91
		371277	227269	CAP VEH 3329 WO 40551	\$23.99
		371285		PUMP ASSY VEH 3329 WO 40551	\$291.96
		CM371277		CAP VEH 3329 WO 40551	(\$23.99)
DAY MANAGEMENT CORPORATION DBA		3901304	226976	SPEAKER VEH 2409 WO 40425	\$162.90
		390410		REMV EQP VEH 2344 WO 40428	\$162.90
		390617		REMV EQP VEH 1371 WO 40427	\$203.63
		393150		INSTL LIGHT VEH 1206 WO 40359	\$40.73
		393879		CPU CORD VEH 1206 WO 40426	\$40.73
EMPIRE RUBBER & SUPPLY CO		260505	226812	VBELT VEH 7141 WO 40035	\$2,141.79
		260506		2/220 II VEH 7141 WO 40035	\$59.51
FAST SIGNS		139-51681	227277	EMERGENCY SPILL KIT	\$761.19
FASTENAL COMPANY		WARIC51926	226813	WIPES - SHOP SUPPLY	\$452.03
		WARIC52038		BLTS/WSHRS VEH 7138 WO 40255	\$13.80
		WARIC52088	227278	SPRAY BOTTLE - SHOP SUPPLY	\$84.17
FINAL TOUCH UPHOLSTERY		26989	226984	BUCKET SEAT VEH 3234 WO 39989	\$309.51
		27027		BUCKET SEAT VEH 3308 WO 40291	\$380.10
		27036		ARM REST VEH 3310 WO 40009	\$40.73
		27167	227280	SEAT REPAIR VEH 3303 WO 40204	\$382.82
		27205		SEAT REPAIR VEH 5044 WO 40485	\$325.00
GENUINE AUTO GLASS OF TRI CITIES LLC		609448	226989	WNDSHLD RPR VEH 2440 WO 40346	\$54.30
		609494	226815	WINDSHIELD VEH 2440 WO 40456	\$407.75
		609712	227286	WINDSHIELD VEH 5044 WO 40485	\$255.18
JIM'S PACIFIC GARAGES INC		R100000266	226821	ALIGNMENT VEH 3315 WO 40094	\$310.24
		R100000286		ALIGNMENT VEH 5038 WO 40021	\$303.91
		R100000460		ALIGNMENT VEH 3291 WO 39908	\$272.25
		X100003313	227300	GLASS DOOR VEH 3248 WO 40164	(\$373.69)
		X100004469		HOSE/FITTING VEH 3281 WO 40433	\$528.87
		X100004719		SPLASH GRD VEH 3320 WO 40424	\$19.03



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JIM'S PACIFIC GARAGES INC		X100005288	227300	STARTER VEH 3251 WO 40518	\$554.12
		340205	227301	TOOLBOXES VEH 2400	\$1,370.94
JT AUTOMOTIVE PARTS INC DBA		341506	226997	FILTERS VEH 6583 WO 40214	\$22.68
		341508		FILTERS VEH 6580 WO 40189	\$17.94
		341518		FILTERS VEH 6580 WO 40189	\$18.58
		341535		CORE RETURN VEH 2369 WO 40287	(\$60.38)
		341589		WNDSHLD WA VEH 9500 WO 40441	\$33.49
		341602		HD/BLADE VEH 5029 WO 40198	\$20.61
		341622		BRAKES VEH 1203 WO 40363	\$165.30
		341650		FILTER VEH 2371 WO 40369	\$13.53
		341675		BRK CLN VEH 7141 WO 40241	\$35.06
		341677		FILTER VEH 3222 WO 40173	\$42.61
		341678		FILTERS VEH 7141 WO 40421	\$620.19
		341679		BATTERY VEH 2387 WO 40384	\$120.69
		341689		ATF,BRK CLN VEH 2387 WO 40382	\$56.11
		341747		REGULATOR VEH 3320 WO 40424	\$304.04
		341748		SPILL KIT VEH 9000 WO 40383	\$266.05
		341766		FILTERS VEH 2284 WO 40410	\$124.76
		341768		SEL,GSKT VEH 3225 WO 40388	\$63.07
		341769		FILTERS VEH 3304 WO 40371	\$80.97
		341770		FILTERS VEH 3230 WO 40370	\$66.73
		341774		SPILL KIT VEH 6576 WO 38700	\$288.64
		341809		SENSOR VEH 2358 WO 40430	\$44.24
		341821		FILTERS VEH 3211 WO 40379	\$108.76
		341823		FILTERS VEH 3255 WO 40380	\$171.57
		341824		FILTERS VEH 2350 WO 40378	\$11.82
		341825		FILTERS VEH 2282 WO 40377	\$26.12
		341826		FILTERS VEH 2272 WO 40391	\$8.41
		341827		FILTERS VEH 3205 WO 40392	\$106.06
		341828	227301	FILTERS VEH 3240	\$187.95
		341832	226997	FILTERS VEH 3281 WO 40396	\$132.86
		341833		FILTERS VEH 3283 WO 40398	\$132.86
		341835		FILTERS VEH 3284 WO 40399	\$132.86
		341838	227301	FILTERS VEH 3309 WO 40401	\$125.09
		341839	226997	FILTERS VEH 3310 WO 40402	\$125.09
		341840		FILTERS VEH 3311 WO 40403	\$125.09
		341841		FILTERS VEH 2284 WO 40411	\$29.17
		341842		FILTERS VEH 5036 WO 40414	\$66.01
		341843		FILTERS VEH 3240 WO 40394	\$207.50
		341844		FILTERS VEH 5042 WO 40417	\$173.64
		341845		FILTERS VEH 5045 WO 40418	\$16.28



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		341846	226997	FILTERS VEH 5039 WO 40415	\$157.05
		341849	227301	FILTERS VEH 3282 WO 40397	\$152.41
		341850	226997	FILTERS VEH 5032 WO 40412	\$10.18
		341851		FILTERS VEH 3292 WO 40400	\$162.88
		341852		LOOM VEH 3315 WO 40423	\$15.20
		341853		ATF VEH 5032 WO 40413	\$84.25
		341857	227301	FILTERS VEH 3280 WO 40395	\$145.74
		341896	226997	OIL VEH 0800 WO 40461	\$13.25
		341897		FILTERS VEH 7141 WO 40468	\$157.30
		341900		FILTER VEH 2284 WO 40411	\$12.22
		341903		LIT KIT VEH 2284 WO 40410	\$34.74
		341919		FREIGHT VEH 3292 WO 40400	\$9.77
		341990		PADS VEH 3293 WO 40389	\$149.40
		342009		LAMP VEH 2411 WO 40464	\$67.77
		342017		EXT CORD VEH 4134 WO 40469	\$31.73
		342018		EXT CORD VEH 4152 WO 40470	\$31.73
		342022		FREIGHT VEH 3309 WO 40401	\$19.55
		342041		BRUSHES VEH 5036 WO 39787	\$8.23
		342042		FLTR, BULB VEH 3311 WO 40453	\$50.60
		342044		CAPSULE VEH 2411 WO 40354	\$9.56
		342048		CLMP,BRK CLN VEH 3283 WO 40435	\$12.62
		342050		BRK PDS VEH 3293 WO 40389	\$47.59
		342051		FILTERS VEH 3269 WO 40466	\$28.84
		342148		PDL PAD VEH 3293 WO 40389	\$9.30
		342149	227301	AIR HOSE VEH 3281 WO 40433	\$97.74
		342152		FEM AD VEH 3309 WO 40365	\$20.42
		342154		RETURN DISC PAD	(\$75.43)
		342248		IGN SWITCH VEH 3276 WO 40480	\$27.39
		342249		BRAKE PAD VEH 3289 WO 40481	\$157.24
		342271		AIR FILTER VEH 7109 WO 40381	\$36.26
		342329		M/C LAMP VEH 3248 WO 40164	\$2.44
		342355		RADIATOR VEH 2350 WO 40489	\$127.19
		342362		CAPSULE VEH 1101 WO 40487	\$9.56
		342363		EXHAUS FLUID VEH 7152 WO 40463	\$14.37
		342387		CAP VEH 2350 WO 40489	\$5.58
		342412	226997	BRK CLN VEH 3283 WO 40474	\$17.53
		342434		BRK PDS VEH 3289 WO 40481	\$62.85
		342438	227301	AIR VALVE SO VEH 3279 WO 40477	\$119.91
		342441	226997	DEF VEH 3332 WO 40500	\$14.37
		342457		BULB VEH 3243 WO 40501	\$8.80
		342469		FILTER VEH 3318 WO 40220	\$12.43



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		342470	226997	FILTERS VEH 1201 WO 40504	\$18.69
		342492	227301	RETURN ITEMS-DUPLICATE ORDER	(\$187.95)
		342515		RETURN OIL FILTER/BRAKE PAD	(\$94.35)
		342588		FILTERS VEH 7116 WO 40509	\$92.09
		342589		DR CHK KIT VEH 3296 WO 40422	\$48.85
		342590		ALT,BTRY VEH 2284 WO 40513	\$372.67
		342628		HANDLE LAMP VEH 1201 WO 40506	\$168.68
		342639		BATTERY VEH 3253 WO 40507	\$621.67
		342649		FILTERS VEH 7145 WO 40517	\$255.12
		342662		BULB VEH 5036 WO 39787	\$8.80
		342666		AIR FILTER RETURN	(\$12.89)
		342694		TAPE,SLNT VEH 3284 WO 40514	\$38.14
		342734		WAX/DRY VEH 3329 WO 40524	\$17.20
		342816		PURGE VLV VEH 2368 WO 40552	\$27.64
		342826		GUN COUP VEH 3283 WO 40474	\$13.00
		342829		SPILL KIT VEH 6539 WO 38701	\$265.04
		342845		TOOLBOXES VEH 2400	(\$1,370.94)
		342874		CARB TUN VEH 2284 WO 40513	\$21.75
		342878		WIPERS VEH 2284 WO 40411	\$22.78
		342880		BRK CLN VEH 7145 WO 40516	\$11.69
		342885		FILTERS VEH 6588 WO 40373	\$33.12
		342886		FILTERS VEH 3276 WO 40558	\$16.55
		342887		FILTERS VEH 6587 WO 40372	\$33.12
		342899		WIPER MTR VEH 3276 WO 40565	\$214.16
		342909		FILTERS VEH 2415 WO 40572	\$27.48
		342956		BATTERY VEH 2350 WO 40566	\$86.73
		342984		DEF VEH 3321 WO 40494	\$28.74
KAMAN INDUSTRIAL TECHNOLOGIES	R103233		227002	COUPLING VEH 3247 WO 39601	\$29.12
KOOL SHADES WINDOW TINTING	200089		227308	WINDOW TINT VEH 2413 WO 40581	\$271.50
LES SCHWAB TIRE CENTER	42800128837		226826	TIRES VEH 2399 WO 40454	\$1,125.19
	42800128838			ALIGNMENT VEH 2399 WO 40454	\$161.56
	42800129648		227006	TIRES VEH 2398 WO 40510	\$1,125.19
	42800129649			ALIGNMENT VEH 2398 WO 40510	\$61.09
MCCURLEY CHEVROLET	378308		226830	DETAIL VEH 1348 WO 40315	\$206.34
	378475			DETAIL VEH 2289 WO 40457	\$237.83
	378476			DETAIL VEH 1369 WO 40318	\$206.29
	378478			DETAIL VEH 2344 WO 40320	\$237.83
	378742			DETAIL VEH 2329 WO 40367	\$206.29
	378748			DETAIL VEH 2257 WO 40319	\$237.83
	378982		227314	DEODER/DETL VEH 1371 WO 40317	\$70.54
	379557		227014	DETAIL VEH 2351 WO 40503	\$226.97



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		379877	227314	FULL DETAIL VEH 2371 WO 40555	\$179.19
		886171	226830	SWITCH VEH 3231 WO 40344	\$26.80
		886361		FILTER VEH 2387 WO 40382	\$42.80
		886505		SENSOR VEH 3225 WO 40388	\$75.60
		886578		LAMP VEH 3303 WO 40204	\$111.90
		886579	227014	MODULES VEH 1105 WO 40386	\$459.25
		886781	227314	HOSE VEH 1105 WO 40386	\$44.40
		886801	227014	MODULE VEH 1108 WO 40482	\$420.34
		886803		MODULE VEH 9500 WO 40483	\$366.04
		886866	227314	GASKET/BOLT VEH 1108 WO 40482	\$70.81
		887034		CONNECTOR VEH 1108 WO 40482	\$56.58
		887227		FLOOR MATS VEH 2399 WO 40582	\$69.71
		887228		CONNECTOR VEH 9500 WO 40579	\$44.34
		887268		2PANEL VEH 3304 WO 40580	\$405.62
		CM882036		SEAL/HANDLE VEH 2345 WO 39649	(\$46.61)
MONARCH MACHINE & TOOL CO INC		A179302	226832	FLAT BARS VEH 6595 WO 40227	\$22.86
		A179785	227317	REPAIR THREADS ON PULLY	\$95.95
		B179387	226832	1/4HR,1/8HR VEH 5038 WO 40021	\$34.85
		B179476		BURNER TUBES VEH 3247 WO 39601	\$623.15
		B179834	227317	HR RND TUBE VEH 7148 WO 40557	\$6.52
NOVUS GLASS INC DBA		9156-1463242	226834	GLASS INSTL VEH 7092 WO 40267	\$370.26
RDO EQUIPMENT CO		P59200	226841	LAMPS VEH 6595 WO 40240	\$96.98
		P59201		BLADES VEH 6594 WO 40332	\$78.19
		P59202		FILTER VEH 6595 WO 40337	\$70.86
		P59416		LAMP VEH 6595 WO 40240	\$71.65
		P59751	227329	SPINDLE BLAD VEH 6595 WO 40491	\$544.59
		P60096		ROOF VEH 6595 WO 40491	\$1,303.53
		W43684	227030	DIAGNOSE/RPR VEH 7141 WO 40511	\$2,001.02
		T20816	227034	NOZZLE ASSY VEH 7137 WO 40136	\$1,951.28
RMT EQUIPMENT		185324	226845	HANDLE VEH 7092 WO 40267	\$89.20
		185325		ASY SWVLCSTR VEH 7144 WO 40154	\$3,977.41
		185366		CAP VEH 7108 WO 40455	\$92.85
		185550		HYGARD,COVER VEH 7120 WO 40471	\$379.63
		185551	227340	WINDOWPANE VEH 7147 WO 40493	\$96.25
		185887		DRY CHD BATT VEH 7142 WO 40496	\$816.65
ROWAND MACHINERY CO		06 226861	227037	PINTLW HK VEH 3318 WO 40405	\$79.00
		06 227076	227343	DRAWBAR EYE VEH 4111 WO 40570	\$35.63
		16 037776	226847	CROSS KIT VEH 7137 WO 40136	\$74.48
SPECIAL ASPHALT PRODUCTS INC		INVC069585	227038	SWITCH VEH 6585 WO 40167	\$127.61
TACOMA SCREW PRODUCTS INC		22126516	227043	BEARING VEH 6585 WO 40167	\$10.20
		22126727	227351	SWIV ELBW VEH 3279 WO 40477	\$45.83



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22126832	227351	EYE BOLTS VEH 3279 WO 40477	\$4.27
TIRE FACTORY INC DBA		03-108816	226849	TIRE VEH 4126 WO 40432	\$133.86
		03-108899		TIRES VEH 3283 WO 40437	\$941.07
		03-109064		FLAT RPR VEH 2395 WO 40438	\$17.10
		03-109126		TIRES VEH 3283 WO 40439	\$1,030.11
		03-109164	227357	TIRE/VALVE VEH 6564 WO 40459	\$132.74
		03-109177		SMART SENSOR VEH 2364 WO 40490	\$61.18
		03-109182		WHEEL SWTCH VEH 3312 WO 40492	\$346.43
TRANSPORT EQUIPMENT CO INC DBA		PASCM9423246	227361	CAMSHAFTS VEH 3315	(\$152.74)
		PASIN1466702		BRAKE DRMS VEH 3308 WO 40560	\$357.19
		PASIN1476326		CLAMPS VEH 3310 WO 40559	\$17.19
		PASIN1503561	226850	HEADLAMP VEH 5039 WO 40366	\$15.07
		PASIN1505999		WTR PMP,THRM VEH 3320 WO 40424	\$730.16
		PASIN1506153		FILTER VEH 3280 WO 40405	\$55.23
		PASIN1506256		FILTER VEH 3281 WO 40406	\$55.23
		PASIN1506269		FILTER VEH 3282 WO 40407	\$55.23
		PASIN1506270		FILTER VEH 3284 WO 40408	\$55.23
		PASIN1511032	227361	DRYER-ROCK VEH 3306 WO 40475	\$418.35
		PASIN1513505		HUB CAP VEH 4139 WO 40478	\$18.42
		PASIN1518196		DRAIN VALVE VEH 3320 WO 40364	\$20.79
		PASIN1519174		ALTRNTR VEH 3253 WO 40507	\$307.96
		PASIN1520462		CAMSHAFT VEH 3315 WO 40094	\$288.64
		PASIN1520600		CAMSHAFTS VEH 3315	\$152.74
TRI CITIES BATTERY & AUTO REPAIR		017638	227362	HSNGS/BSHNGS VEH 6545 WO 40574	\$368.33
UNITED PARCEL SERVICE	S016526	000986641365	227052	GROUND PKG TO CIRUS CONTROLS F	\$5.08
	S016526			WEIGHT CORRECTION FOR PKG TO C	\$0.25
WESTERN INTEGRATED TECHNOLOGIES INC		1436369	227065	CPLR STL VEH 7151 WO 40347	\$42.50
		1437282	227377	PINNED SHAFT VEH 3321 WO 40494	\$357.73
WESTERN PETERBILT INC		H245051	227066	CHAMBER VEH 3284 WO 40271	\$36.70
		H245053		BRK VLV VEH 3285 WO 40275	\$173.74
		H245163		FILTER VEH 3332 WO 40172	\$34.30
		H245221		BRK KIT VEH 3284 WO 40271	\$134.89
		H245222		CORE CHG VEH 3284 WO 40271	\$78.19
		H245875	227378	PRESSURESTAT VEH 3312 WO 40467	\$125.96
		H245973		CLAMP/SEAL VEH 3283 WO 40435	\$307.63
		H246043		GASKET/CORE VEH 3283 WO 40472	\$1,533.22
WESTERN SYSTEMS & FABRICATION INC		12544	227067	AIR ACTUATOR VEH 3282 WO 40010	\$903.17
		12552		TUBE ASSY VEH 3284 WO 40271	\$54.82
		12612		SFTY VSN CBL VEH 3315 WO 40423	\$50.94
		12652	227379	AIR ACTUATOR VEH 3309 WO 40365	\$840.47
XEROX CORPORATION		081181736	227070	W7225 BASE CHG-AUGUST 2015	\$159.50



City Of Richland

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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$68.05
EQUIPMENT MAINTENANCE TOTAL ****					\$68,157.15
EQUIPMENT MAINTENANCE FUND Total ***					\$68,157.15
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
BANC OF AMERICA PUBLIC & INSTITUTIONAL	P055709	012479516	226945	BANC OF AMERICA LEASE PAYMENT	\$46,152.68
DAY MANAGEMENT CORPORATION DBA	P055682	570935	226976	SALES TAX	\$754.16
	P055682			UP-FIT 2016 FORD INTERCEPTER	\$8,769.33
	P055477	572522	227272	INSTALL LIGHTING PACKAGE AS PE	\$6,138.02
FAST SIGNS	P055684	139-51693	226982	GRAPHICS FOR NEW POLICE VEHICL	\$594.00
	P055684			SALES TAX	\$51.08
EQUIPMENT REPLACEMENT TOTAL ****					\$62,459.27
EQUIPMENT REPLACEMENT FUND Total ***					\$62,459.27
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN058386	227206	ASBUILTS	\$166.25
		ARIN058387		ASBUILTS	\$331.49
		ARIN058461		ASBUILTS	\$22.96
AT&T WIRELESS		8/15-287243288881	227213	287243288881 7/27-8/26/15	\$765.99
BANK OF AMERICA		TXN00022827	227215	STAPLES -CONTROL FOOT-JUDY	\$44.48
		TXN00022846		DELL/27 MONITOR	\$304.06
		TXN00022863		SQ THREE RIVERS ESPRESSO -DES	\$23.02
		TXN00022866		DMI DELL K-12/GOVT - Purchase	\$284.29
		TXN00022906		STAPLES - correction film	\$3.27
		TXN00022909		STAPLES - DATA PAD, USB DRIVES	\$69.90
		TXN00022934		STAPLES - DATA PADS	\$39.26
		TXN00022995		TOPAZ ENGINEERING - trial plot	\$510.57
		TXN00022996		CHAMBER-NETWK LNCH_PR_8-26	\$20.00
		TXN00023012		COUSINSRESTAURANTPASCO -BFCOG	\$7.82
		TXN00023053		FORESTRY SUPPLIERS - LUMBER CR	\$111.33
		TXN00023064		STAPLES - PLOTTER CART	\$165.57
		TXN00023071		STAPLES - PLOTTER CART	\$183.52
		TXN00023072		STAPLES -PLOTTER CART	\$183.52
		TXN00023081		PAYPAL EVERGREENRU -INNOVATIO	\$150.00
		TXN00023085		EB INNOVATIONS AMP PA - HAZ EN	\$150.00
		TXN00023091		STAPLES -BATTERY2032, PENS, AC	\$69.52
		TXN00023095		STAPLES - PENS	\$10.15
		TXN00023124		STERLING'S RESTAURANT - PWD LU	\$15.80



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00023175	227215	STAPLES - MOUSE, PENS	\$57.32
		TXN00023197		ENTERPRISE EVENTS GRP 08 - AUT	\$1,675.00
CITY OF RICHLAND		8/2015/AUG	227087	CITY UTILITY BILLS/AUG 2015	\$914.83
GEOLINE INC	P055659	333091	227287	SURVEY CONTROL UNIT FIELD SOFT	\$1,114.24
	P055659			SURVEY GPS FIRMWARE REINSTATEM	\$1,172.88
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$53.16
RICHLAND ACE HARDWARE		210154	227337	PRUNER ANVIL 8"	\$21.71
VERIZON WIRELESS	P054905	9750935641	226851	INTERNET ACCESS ON 2 LAPTOPS (	\$80.02
WATER SOLUTIONS INC	P054903	11696	227376	DCS (703) BDLG WATER UNIT RENT	\$76.01
XEROX CORPORATION	P054899	081181724	227383	BASEMENT XEROX #LX5-692207 (ta	\$71.43
	P054899	081181725		2ND FLOOR XEROX #MX4-343197 (t	\$334.56
XO HOLDINGS LLC DBA		0276977708	227203	PHONE CHARGES 8/23-9/22/15	\$183.56

PW ADMIN & ENGINEERING TOTAL ****

\$9,387.49

PUBLIC WORKS ADMIN & ENGINEER Total ***

\$9,387.49

FUND 520

HEALTH CARE/BENEFITS PLAN

Division:

222

EMPLOYEE BENEFIT PROGRAM

LIFE INSURANCE COMPANY OF NORTH AMERICA	9/2015-FLI051384	227009	FLI051384 PREMIUMS-SEPTEMBER	\$9,490.75
	9/2015-LK030278		LK030278 PREMIUMS-SEPTEMBER	\$11,334.83
	9/2015-OK807703		OK807703 PREMIUMS-SEPTEMBER	\$2,535.00
MAGELLAN BEHAVIORAL HEALTH	SEP 2015	227010	EAP PREMIUMS-SEPTEMBER	\$692.85
REHN & ASSOCIATES INC	AUG2015	227333	HRA - Aug2015	\$19,125.00
			HRA PREMIUM-AUGUST	\$288.75

EMPLOYEE BENEFIT PROGRAM TOTAL ****

\$43,467.18

HEALTH CARE/BENEFITS PLAN Total ***

\$43,467.18

FUND 611

FIREMAN'S PENSION

Division:

216

FIRE PENSION

COLUMBIA INDUSTRIES SUPPORT LLC	0025809	227265	ON SITE SHREDDING WO #29228	\$9.96
PITNEY BOWES PURCHASE POWER	0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$15.28

FIRE PENSION TOTAL ****

\$25.24

FIREMAN'S PENSION Total ***

\$25.24

FUND 612

POLICEMEN'S PENSION

Division:

217

POLICE PENSION

COLUMBIA INDUSTRIES SUPPORT LLC	0025809	227265	ON SITE SHREDDING WO #29228	\$9.96
PITNEY BOWES PURCHASE POWER	0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$15.28

POLICE PENSION TOTAL ****

\$25.24

POLICEMEN'S PENSION Total ***

\$25.24



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		8/15-0303010721	226796	FAX LINES 7/21-8/20/15	\$35.14
BANK OF AMERICA		TXN00022918	227215	COSTCO WHSE #0486\Retirement C	\$19.19
		TXN00022944		IN RIGGLE PLUMBING, INC.\Back	\$74.94
		TXN00023107		MOUNTS LOCK AND KEY\Keys for C	\$49.85
		TXN00023145		WM SUPERCENTER #3261\Water Bot	\$17.40
CENTURYLINK		9/15-509-786-2112	227256	GENERAL 9/6-10/5/15	\$112.74
CITY OF RICHLAND		3645373	227088	UTILITIES 8/03-9/01/15	\$2,572.26
FRONTIER		8/15-2530120862	226814	GENERAL 8/22-9/21/15	\$37.81
		8/15-5096282609		GENERAL 8/25-9/24/15	\$427.62
		9/15 5096281472	226987	GENERAL FOR 09/04-10/03/2015	\$67.65
		9/15-509-628-2600	227283	LONG DISTANCE 9/10-10/9/15	\$945.24
		9/15-509-628-2608		GENERAL 9/7-10/6/15	\$81.25
		9/15-509-735-2383		GENERAL 9/7-10/6/15	\$137.74
LANGUAGE LINE SERVICES LLC		3655452	226824	E911 TRANSLATION-JULY	\$368.48
LETTRICK, R. KIM		15-379 LETTRICK	227311	15-379 EVALUATE NEW PHONE SYS	\$13.00
POCKETINET COMMUNICATIONS INC		101899	227026	WIRELESS TRNSPRT/INTERNET-OCT	\$268.28
VANGUARD CLEANING SYSTEM OF INLAND NW		54201	227371	BCES JANITORIAL SRVCS-SEPT	\$375.00
WATER SOLUTIONS INC		11692	227062	WATER FILTRATION 9/7-10/6/15	\$33.67
XEROX CORPORATION		081181718	227070	W7855PT BASE CHGS-AUGUST 15	\$95.20
SECOMM OPERATIONS GENERAL TOTAL ****					\$5,732.46
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00023172	227215	BENTON FRANKLIN FAIR\Fair Admi	\$325.00
CORPORATE TRANSLATION SERVICES INC		76510	227268	TRANSLATION SRVCS	\$2.48
		78576		TRANSLATION SRVCS	\$12.84
		79562		TRANSLATION SRVCS	\$1.61
NETCASTERS INC		50755	227318	ONLINE TRAINING MGMT-SEPT 2015	\$220.00
POCKETINET COMMUNICATIONS INC		101899	227026	WIRELESS TRNSPRT/INTERNET-OCT	\$268.27
E911 OPERATIONS TOTAL ****					\$830.20
Division:	602	SECOMM AGENCY			
DESERTGREEN LAWN & TREE CARE LLC		140912	226977	TREAT SHRUB BEDS	\$168.33
MOTOROLA SOLUTIONS INC	P055065	41212269	227018	NICE TELEPHONY LOGGING UPGRADE	\$126,217.00
SECOMM AGENCY TOTAL ****					\$126,385.33
SOUTHEAST COMMUNICATIONS CTR Total ***					\$132,947.99
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
BANK OF AMERICA		TXN00022957	227215	RICHLAND\Landfill Disposal of	\$30.00



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON PUD		8/15-4843174575	226956	RADIO SITE ELECTRIC	\$686.90
KLICKITAT COUNTY PUD		9/15-69552623	227307	GOLGATHA UTILITIES 7/31-8/31	\$269.24
LEGACY TELECOMMUNICATIONS INC	P055701	17458	227310	ATS BOARD	\$1,514.12
	P055701			OUTSIDE LABOR	\$977.74
	P055701			OUTSIDE TECH	\$2,611.92
	P055701			GENERATOR SERVICE/REPAIR FOR	\$1,638.50
800 MHZ TOTAL ****					\$7,728.42
800 MHZ PROJECT Total ***					\$7,728.42
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
AT&T LONG DISTANCE		8/15-0303010721	226796	FAX LINES 7/21-8/20/15	\$35.15
BANK OF AMERICA		TXN00022853	227215	WA FINANCE OFFCRS ASSOC\WFOA M	\$50.00
		TXN00022944		IN RIGGLE PLUMBING, INC.\Back	\$74.93
		TXN00023024		KRISPY KREME\Donuts for LEPC M	\$21.70
		TXN00023115		WAL-MART #3261\Pencil Case	\$4.31
DAVIS, DEANNA		081915	227271	PER DIEM HOMELAND SECURITY	\$13.00
PAINTMASTER SERVICES INC	P055675	2015-143	227021	EOC room (same scope as listed	\$1,873.35
	P055675			Interior Painting: Prep walls	\$6,168.48
POCKETINET COMMUNICATIONS INC		101899	227026	WIRELESS TRNSPRT/INTERNET-OCT	\$76.65
STATE / LOCAL ASSISTANCE TOTAL ****					\$8,317.57
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
CITY OF RICHLAND		3645373	227088	UTILITIES 8/03-9/01/15	\$857.42
DESERTGREEN LAWN & TREE CARE LLC		140912	226977	TREAT SHRUB BEDS	\$84.16
FRONTIER		9/15-509-628-2600	227283	LONG DISTANCE 9/10-10/9/15	\$473.12
POCKETINET COMMUNICATIONS INC		101899	227026	WIRELESS TRNSPRT/INTERNET-OCT	\$76.65
VANGUARD CLEANING SYSTEM OF INLAND NW		54201	227371	BCES JANITORIAL SRVCS-SEPT	\$250.00
XEROX CORPORATION		081181718	227070	W7855PT BASE CHGS-AUGUST 15	\$222.12
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$1,963.47
Division:	622	DOE EMERGENCY PREPAREDNESS			
BANK OF AMERICA		TXN00022852	227215	WA FINANCE OFFCRS ASSOC\WFOA C	\$425.00
		TXN00022926		PAKRITE PELICANSTOR\4 PC Foam	\$63.93
		TXN00023147		BestBuyCom742290016536\Camcord	\$95.31
		TXN00023198		SYX TIGERDIRECT.COM\Mini Compu	\$321.16
UNITED PARCEL SERVICE	S016526	000986641365	227052	WEIGHT CORRECTION FOR 3 PKGS T	\$5.17
	S016526			3 GROUND PKGS W\INSURANCE TO	\$283.96
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$1,194.53
Division:	623	JURISIDICITION			
CALVERT, BRIAN		AUG MILEAGE	227250	MILEAGE-BLACK CANYON-CHELAN	\$205.85



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		3645373	227088	UTILITIES 8/03-9/01/15	\$857.42
DESERTGREEN LAWN & TREE CARE LLC		140912	226977	TREAT SHRUB BEDS	\$84.17
FRONTIER		9/15-509-628-2600	227283	LONG DISTANCE 9/10-10/9/15	\$472.12
PITNEY BOWES PURCHASE POWER		0915-14823173	227334	POSTAGE 8/1/15-8/31/15	\$3.16
POCKETINET COMMUNICATIONS INC		101899	227026	WIRELESS TRNSPRT/INTERNET-OCT	\$76.65
WATER SOLUTIONS INC		11692	227062	WATER FILTRATION 9/7-10/6/15	\$33.66
JURISIDCTION TOTAL ****					\$1,733.03
Division:	630	HOMELAND SECURITY PREPARDNESS			
ALLIANCE COMMUNICATION CABLES INC	P055502	00003-00567868	227210	MICROWAVE RADIO, PART #AIRMUX-KIT, PART #AIRMUX-LIGHTNING-	\$3,371.68
	P055502			MICROWAVE MUX INTERFACE, PART	\$748.65
	P055502			MICROWAVE RADIO, PART #AIRMUX-MICROWAVE ANTENNA, PART #AIRMU	\$3,593.52
	P055502			POWER INJECTOR, PART	\$3,144.30
	P055502			WEATHER PROOF CAT5 CONNECTORS,	\$1,183.58
	P055502			MICROWAVE RADIO, PART #AIRMUX-	\$165.40
	P055502			BestBuyCom742290016536\Camcord	\$93.40
	P055502			GOPRO WWW.GOPRO.COM\MMVG Mount	\$72.12
	P055502			BEST BUY00005900\Camcorder&Acc	\$577.98
BANK OF AMERICA		TXN00023147	227215		\$130.28
		TXN00023151			\$673.29
		TXN00023182			
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$13,754.20
EMERGENCY MANAGEMENT Total ***					\$26,962.80
FUND	803	UTILITY BILL CLEARING FUND			
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CIS09812797	227408	CIS UTILITY REFUND 09812797	\$2,511.23
		CISPAY10839	226857	Customer Refund	\$10.43
		CISPAY10840	226931	Customer Refund	\$0.27
		CISPAY10841	226902	Customer Refund	\$284.36
		CISPAY10842	226923	Customer Refund	\$15.00
		CISPAY10843	226891	Customer Refund	\$192.75
		CISPAY10844	226885	Customer Refund	\$193.96
		CISPAY10845	226905	Customer Refund	\$38.67
		CISPAY10846	226917	Customer Refund	\$110.00
		CISPAY10847	226872	Customer Refund	\$194.65
		CISPAY10848	226868	Customer Refund	\$15.40
		CISPAY10849	226897	Customer Refund	\$187.79
		CISPAY10850	226898	Customer Refund	\$363.39
		CISPAY10851	226881	Customer Refund	\$184.48
		CISPAY10852	226909	Customer Refund	\$1.19



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From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10853	226869	Customer Refund	\$16.50
		CISPAY10854	226914	Customer Refund	\$55.29
		CISPAY10855	226866	Customer Refund	\$40.17
		CISPAY10856	226913	Customer Refund	\$13.67
		CISPAY10857	226888	Customer Refund	\$4.17
		CISPAY10858	226930	Customer Refund	\$205.27
		CISPAY10859	226863	Customer Refund	\$27.92
		CISPAY10860	226886	Customer Refund	\$94.15
		CISPAY10861	226901	Customer Refund	\$5.73
		CISPAY10862	226929	Customer Refund	\$85.83
		CISPAY10863	226915	Customer Refund	\$6.08
		CISPAY10864	226910	Customer Refund	\$15.67
		CISPAY10865	226912	Customer Refund	\$154.09
		CISPAY10866	226876	Customer Refund	\$67.43
		CISPAY10867	226925	Customer Refund	\$24.00
		CISPAY10868	226906	Customer Refund	\$88.39
		CISPAY10869	226890	Customer Refund	\$316.70
		CISPAY10870	226889	Customer Refund	\$69.93
		CISPAY10871	226864	Customer Refund	\$128.21
		CISPAY10872	226933	Customer Refund	\$3.01
		CISPAY10873	226936	Customer Refund	\$22.63
		CISPAY10874	226878	Customer Refund	\$148.55
		CISPAY10875	226882	Customer Refund	\$122.74
		CISPAY10876	226934	Customer Refund	\$13.47
		CISPAY10877	226903	Customer Refund	\$25.36
		CISPAY10878	226880	Customer Refund	\$151.32
		CISPAY10879	226860	Customer Refund	\$6.66
		CISPAY10880	226928	Customer Refund	\$41.47
		CISPAY10881	226892	Customer Refund	\$95.45
		CISPAY10882	226887	Customer Refund	\$11.62
		CISPAY10883	226932	Customer Refund	\$45.20
		CISPAY10884	226862	Customer Refund	\$124.05
		CISPAY10885	226875	Customer Refund	\$132.36
		CISPAY10886	226926	Customer Refund	\$22.96
		CISPAY10887	226870	Customer Refund	\$110.21
		CISPAY10888	226894	Customer Refund	\$73.01
		CISPAY10889	226884	Customer Refund	\$39.72
		CISPAY10890	226937	Customer Refund	\$116.31
		CISPAY10891	226879	Customer Refund	\$2.58
		CISPAY10892	226899	Customer Refund	\$10.26



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10893	226919	Customer Refund	\$3.09
		CISPAY10894	226921	Customer Refund	\$74.35
		CISPAY10895	226924	Customer Refund	\$31.69
		CISPAY10896	226895	Customer Refund	\$13.46
		CISPAY10897	226904	Customer Refund	\$65.08
		CISPAY10898	226858	Customer Refund	\$77.21
		CISPAY10899	226918	Customer Refund	\$63.89
		CISPAY10900	226896	Customer Refund	\$17.49
		CISPAY10901	226907	Customer Refund	\$91.63
		CISPAY10902	226871	Customer Refund	\$87.11
		CISPAY10904	226927	Customer Refund	\$107.34
		CISPAY10905	226900	Customer Refund	\$111.26
		CISPAY10906	226877	Customer Refund	\$22.71
		CISPAY10907	226859	Customer Refund	\$105.47
		CISPAY10908	226922	Customer Refund	\$62.04
		CISPAY10909	226920	Customer Refund	\$88.17
		CISPAY10910	226865	Customer Refund	\$62.23
		CISPAY10911	226938	Customer Refund	\$89.57
		CISPAY10912	226861	Customer Refund	\$70.77
		CISPAY10913	226916	Customer Refund	\$140.87
		CISPAY10914	226874	Customer Refund	\$60.18
		CISPAY10915	226908	Customer Refund	\$31.79
		CISPAY10916	226873	Customer Refund	\$69.66
		CISPAY10917	226935	Customer Refund	\$79.04
		CISPAY10918	226867	Customer Refund	\$139.04
		CISPAY10919	226856	Customer Refund	\$84.91
		CISPAY10920	226893	Customer Refund	\$92.98
		CISPAY10921	226911	Customer Refund	\$85.26
		CISPAY10922	227131	Customer Refund	\$1.93
		CISPAY10923	227104	Customer Refund	\$355.42
		CISPAY10924	227090	Customer Refund	\$57.30
				Customer Refund	\$34.21
		CISPAY10925	227091	Customer Refund	\$7.70
		CISPAY10926	227080	Customer Refund	\$20.00
		CISPAY10927	227149	Customer Refund	\$5.07
		CISPAY10928	227189	Customer Refund	\$2.63
		CISPAY10929	227119	Customer Refund	\$7.49
		CISPAY10930	227118	Customer Refund	\$8.82
		CISPAY10931	227077	Customer Refund	\$149.37
		CISPAY10932	227084	Customer Refund	\$242.18



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10933	227171	Customer Refund	\$205.41
		CISPAY10934	227146	Customer Refund	\$20.00
		CISPAY10935	227161	Customer Refund	\$7.50
		CISPAY10936	227142	Customer Refund	\$297.53
		CISPAY10937	227134	Customer Refund	\$266.13
		CISPAY10938	227141	Customer Refund	\$22.96
		CISPAY10939	227086	Customer Refund	\$335.95
		CISPAY10940	227158	Customer Refund	\$80.81
		CISPAY10941	227098	Customer Refund	\$7.22
		CISPAY10942	227109	Customer Refund	\$22.85
		CISPAY10943	227126	Customer Refund	\$5.59
		CISPAY10944	227173	Customer Refund	\$10.08
		CISPAY10945	227174	Customer Refund	\$9.57
		CISPAY10946	227110	Customer Refund	\$82.40
		CISPAY10947	227172	Customer Refund	\$269.12
		CISPAY10948	227116	Customer Refund	\$9.00
		CISPAY10949	227121	Customer Refund	\$4,000.00
		CISPAY10950	227100	Customer Refund	\$114.71
		CISPAY10951	227175	Customer Refund	\$10.20
		CISPAY10952	227190	Customer Refund	\$7.80
		CISPAY10953	227191	Customer Refund	\$9.64
				Customer Refund	\$7.20
		CISPAY10954	227192	Customer Refund	\$9.25
		CISPAY10955	227103	Customer Refund	\$9.02
		CISPAY10956	227194	Customer Refund	\$208.31
		CISPAY10957	227197	Customer Refund	\$66.78
		CISPAY10958	227127	Customer Refund	\$87.62
		CISPAY10959	227156	Customer Refund	\$19.20
		CISPAY10960	227139	Customer Refund	\$12.65
		CISPAY10961	227135	Customer Refund	\$19.02
		CISPAY10962	227074	Customer Refund	\$90.09
		CISPAY10963	227115	Customer Refund	\$113.01
		CISPAY10964	227129	Customer Refund	\$127.95
		CISPAY10965	227183	Customer Refund	\$31.53
		CISPAY10966	227081	Customer Refund	\$5.03
		CISPAY10967	227145	Customer Refund	\$57.31
		CISPAY10968	227099	Customer Refund	\$93.51
		CISPAY10969	227159	Customer Refund	\$6.21
		CISPAY10970	227132	Customer Refund	\$751.26
		CISPAY10971	227195	Customer Refund	\$51.10



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY10972	227075	Customer Refund	\$52.44
		CISPAY10973	227125	Customer Refund	\$123.95
		CISPAY10974	227102	Customer Refund	\$40.68
		CISPAY10975	227138	Customer Refund	\$62.84
		CISPAY10976	227148	Customer Refund	\$7.67
		CISPAY10977	227166	Customer Refund	\$87.98
		CISPAY10978	227147	Customer Refund	\$39.65
		CISPAY10979	227097	Customer Refund	\$6.97
		CISPAY10980	227072	Customer Refund	\$1.63
		CISPAY10981	227108	Customer Refund	\$70.78
		CISPAY10982	227130	Customer Refund	\$120.23
		CISPAY10983	227176	Customer Refund	\$88.51
		CISPAY10984	227165	Customer Refund	\$21.67
		CISPAY10985	227143	Customer Refund	\$102.20
		CISPAY10986	227073	Customer Refund	\$111.81
		CISPAY10987	227154	Customer Refund	\$42.75
		CISPAY10988	227082	Customer Refund	\$42.39
		CISPAY10989	227150	Customer Refund	\$97.46
		CISPAY10990	227123	Customer Refund	\$119.99
		CISPAY10991	227133	Customer Refund	\$134.78
		CISPAY10992	227153	Customer Refund	\$110.01
		CISPAY10993	227137	Customer Refund	\$90.64
		CISPAY10994	227124	Customer Refund	\$142.27
		CISPAY10995	227184	Customer Refund	\$111.41
		CISPAY10996	227187	Customer Refund	\$40.56
		CISPAY10997	227120	Customer Refund	\$81.70
		CISPAY10998	227186	Customer Refund	\$2.59
		CISPAY10999	227105	Customer Refund	\$136.02
		CISPAY11000	227101	Customer Refund	\$110.68
		CISPAY11001	227128	Customer Refund	\$123.36
		CISPAY11002	227170	Customer Refund	\$66.83
		CISPAY11003	227160	Customer Refund	\$63.44
		CISPAY11004	227392	Customer Refund	\$27.11
		CISPAY11005	227406	Customer Refund	\$178.88
		CISPAY11006	227389	Customer Refund	\$2.85
		CISPAY11008	227397	Customer Refund	\$3.74
		CISPAY11009	227403	Customer Refund	\$112.41
		CISPAY11010	227386	Customer Refund	\$108.20
		CISPAY11011	227405	Customer Refund	\$34.09
		CISPAY11012	227402	Customer Refund	\$55.45



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY11013	227407	Customer Refund	\$125.57
		CISPAY11014	227385	Customer Refund	\$141.23
		CISPAY11015	227393	Customer Refund	\$29.98
		CISPAY11016	227388	Customer Refund	\$77.67
		CISPAY11017	227395	Customer Refund	\$21.33
		CISPAY11018	227399	Customer Refund	\$110.46
		CISPAY11019	227398	Customer Refund	\$104.86
		UB REFUND	227083	REFUND-DEDUCTED ACH TWICE	\$148.00
		CISPAY	226883	CUSTOMER REFUND	\$24.72
UNASSIGNED TOTAL ****					\$21,285.08
UTILITY BILL CLEARING FUND Total ***					\$21,285.08



City Of Richland

VL-1 Voucher Listing

From: 9/7/2015 To: 9/25/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$2,112,651.62

Number of Invoices

Amount

Vouchers In Richland	255	\$137,449.20
Vouchers In Tri Cities	238	\$218,740.77
Vouchers In WA	246	\$816,115.81
Vouchers Outside WA	1238	\$940,345.84
Vouchers Final Total.....	1977	\$2,112,651.62

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$312.04	0.01%
2	BENEFITS	\$53,033.39	2.51%
3	SUPPLIES	\$184,205.25	8.72%
4	OTHER SERVICES & CHARGES	\$908,762.38	43.02%
5	INTERGOVERNMENTAL SERVICES	\$24,282.34	1.15%
6	CAPITAL PROJECTS	\$134,145.87	6.35%
	MACHINERY & EQUIPMENT	\$198,044.79	9.37%
	REFUNDS	\$21,285.08	1.01%
9	INTERFUND SERVICES	\$14,699.07	0.7%
	INVENTORY PURCHASES	\$573,881.41	27.16%
	Total	\$2,112,651.62	