



Agenda
REGULAR CITY COUNCIL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, February 05, 2013

City Council Pre-Meeting, 7:00 p.m.

(Discussion Only - Annex Building)

1. State Transportation Funding (15 minutes)
- Pete Rogalsky, Public Works Director

City Council Meeting, 7:30 p.m.

(City Hall Council Chamber)

Welcome and Roll Call:

Pledge of Allegiance:

Approval of Agenda:

(Approved by Motion)

Presentations:

1. Future Plans for the Richland Main Post Office, Russ Rainey, CCIM, USPS Facilities
- Bill King, Deputy City Manager
2. New Employee Introductions: Ms. Kayte Salter, Support Specialist, Police Services; Mr. Mike Johnston, IT Applications Developer/Integrator; Mr. Darrin Sweeney, Parks & Facilities Supervisor; Ms. Kelly Machart, Communications & Marketing Specialist
- Gordon Beecher, Human Resources Director

Richland Report:

(Mayor and Council Members)

Public Hearing:

(Please Limit Public Hearing Comments to 3 Minutes)

1. Collective Gardens Moratorium Extended - Resolution No. 12-13
- Tom Lampson, City Attorney
2. Implementing Local Revitalization Financing in the Raise - Resolution No. 13-13
- Bill King, Deputy City Manager

Comments:

(Please Limit Public Comments to 2 Minutes)

1. Public Comments

2. Reports of Board, Commission, and Committees

3. Report of Visiting Officials

Consent Calendar:

(Approved in its entirety by single vote or Council may pull Consent items and transfer to Items of Business)

Minutes - Approval:

1. Council Meeting Held on January 15, 2013, and Workshop Held on January 22, 2013
- Jon Amundson, Assistant City Manager

Ordinances - First Reading:

2. Ordinance No. 04-13, Sale of Local Revitalization and Broadband Limited Tax General Obligation Bonds, 2013
- Bill King, Deputy City Manager
3. Ordinance No. 05-13, Amending RMC 23.06.020 Accessory Apartment Unit and 23.42.020 Accessory Apartment
- Rick Simon, Development Services Manager
4. Ordinance No. 06-13, Sale of Electric Utility Revenue and Refunding Bonds, 2013
- Cathleen Koch, Administrative Services Director

Resolutions - Adoption:

5. Resolution No. 04-13, Appointment to the Board of Adjustment: David Kobus
- Jon Amundson, Assistant City Manager
6. Resolution No. 05-13, Expressing Appreciation to Richard Mumma for Service on the Board of Adjustment
- Jon Amundson, Assistant City Manager
7. Resolution No. 06-13, Appointment to the Americans with Disabilities Act Citizens Review Committee: David Carl
- Jon Amundson, Assistant City Manager
8. Resolution No. 07-13, Expressing Apprecation to Annie Givens for Service on the Americans with Disabilities Act Citizens Review Committee
- Jon Amundson, Assistant City Manager
9. Resolution No. 08-13, Appointment to the Housing and Community Development Advisory Committee: Arno Illig, Calvin Rinne and Bradley Bricker
- Jon Amundson, Assistant City Manager
10. Resolution Nos. 09-13,10-13, 11-13: Expressing Appreciation to Jason Heineman, William Spencer and Deborah Beck for Service on the Housing and Community Development Advisory Committee
- Jon Amundson, Assistant City Manager
11. Resolution No. 12-13, Collective Gardens Moratorium Extended
- Tom Lampson, City Attorney

12. Resolution No. 13-13, Implementing Local Revitalization Financing in the Raise
- Bill King, Deputy City Manager
13. Resolution No. 14-13, Appointment to the Code Enforcement Board: Polly Parton
- Jon Amundson, Assistant City Manager
14. Resolution No 15, 13, Expressing Appreciation to Eric McGarrah for Service on the Code Enforcement Board
- Jon Amundson, Assistant City Manager

Items for Approval:

15. Washington Auto Theft Prevention Authority (WATPA) PSA, Equipment, Innovative Program Grant
- Chris Skinner, Police Services Director
16. Authorize Travel for Mayor Fox and Council Members Lemley, Anderson and Christensen
- Jon Amundson, Assistant City Manager
17. Agreement with A-One Refrigeration & Heating, Inc. to Participate in Weatherwise Program
- Bob Hammond, Energy Services Director
18. Agreement with Mark Vincent Construction to Participate in Weatherwise Program
- Bob Hammond, Energy Services Director
19. Amendment to the Badger Mountain Village Settlement Agreement
- Bill King, Community and Development Services Director
20. Management Plan for 2013 CDBG and HOME Program Income
- Bill King, Community and Development Services Director
21. Operation and Use Agreement between the Benton PUD, the Cities of Richland and Kennewick and the local Fire Protection Districts
- Grant Baynes, Fire and Emergency Services Director

Expenditures - Approval:

22. January 7, 2013 - January 25, 2013, for \$7,474,785.44, including Check Nos. 198088-198636, Wire Nos. 5237-5255, Payroll Check Nos. 98840-98856, and Payroll Wire/ACH Nos. 7888-7919
- Cathleen Koch, Administrative Services Director

Items of Business:

1. Award of Bid to Booth & Sons Construction, Inc. for the Construction of a Single-family Residence
- Gary Ballew, Economic Development Manager

Reports and Comments:

1. City Manager
2. City Attorney

3. Council Members

4. Mayor

Adjournment

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Council Agenda Coversheet

Council Date: 02/05/2013

Category: Public Hearing

PH1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: PUBLIC HEARING FOR EXTENSION OF MEDICAL CANNABIS COLLECTIVE GARDENS MORATORIUM

Department: City Attorney

Ordinance/Resolution: Resolution

Reference:

Document Type: Resolution

Recommended Motion:

Open the public hearing for the purpose of hearing public input on the extension of the medical cannabis collective garden moratorium.

Summary:

Resolution No. 12-13, Collective Gardens Moratorium Extended, is presented as part of the Consent Agenda.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

Amundson, Jon
Feb 01, 11:42:46 GMT-0800 2013



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Public Hearing

PH2

Key Element: Key 3 - Economic Vitality

Subject: DEFINING PROJECT TO BE UNDERTAKEN AS PART OF LOCAL REVITALIZATION FINANCING

Department: Community and Development Services

Ordinance/Resolution: 13-13

Reference:

Document Type: Resolution

Recommended Motion:

None.

Summary:

The purpose of the public hearing is to take testimony regarding a list of projects that may be financed through Local Revitalization Financing. The item is tied to the proposed Resolution No. 13-13, which is on the consent agenda. All projects are within the geographic boundary of the Revitalization Area for Industry, Science and Education. The list of projects includes the following:

- Extension of water, sewer, power and roads in the Horn Rapids Industrial Park, including the development of the Logston utility corridor, the extension of Robertson Avenue, the extension of 1st Street and the extension of Battelle Boulevard.
- Development of a fiber optic backbone within the Tri-Cities Research District and the Horn Rapids Industrial Park.
- Road improvements, streetscapes and undergrounding utilities within the Richland Innovation Center, including improvements to Fermi Drive, Curie Street and Salk Avenue.

Fiscal Impact?

☒ Yes ☐ No

The is no fiscal impact to holding this hearing. Adopting Resolution No.13-13 supports a higher bond issuance for Local Revitalization financed projects, but it does not affect the annual funding adopted by Council through previous actions.

Attachments:

City Manager Approved:

Amundson, Jon
Feb 01, 11:42:31 GMT-0800 2013



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: COUNCIL MEETING MINUTES

Department: Assistant City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the minutes of the Council meeting held on January 15, 2013 and the Council Workshop held on January 22, 2013.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Draft Council Meeting Minutes
- 2) Draft Council Workshop Minutes

City Manager Approved:

Amundson, Jon
Feb 01, 11:47:13 GMT-0800 2013



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, January 15, 2013

Pre-Meeting:

Mayor Fox called the Council to order at 7:00 p.m. in the City Manager's Conference Room, Annex Building.

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

Also present were City Manager Johnson, Deputy City Manager King, Assistant City Manager Amundson, Parks and Recreation Director Schiessl, Economic Development Manager Ballew and City Clerk Hopkins.

1. ConAgra – Columbia Point, 1st Amendment
 - Bill King, Deputy City Manager

Mr. King said the City sold the Columbia Point property to ConAgra in 2010 and negotiated a right to repurchase the Columbia Point property for the price paid in 2010. In 2011, ConAgra proposed a land swap for a piece of property in the City's Horn Rapids industrial area and the Council accepted the proposal. The land swap has not been completed and the contract will expire at the end of January 2013. The City's budget will need to be amended to buy back the property since the land swap will probably not be completed in the time left on the contract.

Council briefly discussed the issue to clarify details.

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

Regular Meeting:

Mayor Fox called the Richland City Council to order at 7:30 p.m. in the Council Chamber.

Welcome and Roll Call:

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

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

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER KENT SECONDED THE MOTION TO EXCUSE COUNCIL MEMBER THOMPSON. THE MOTION CARRIED 6-0.

Also present were City Manager Johnson, Deputy City Manager King, Assistant City Manager Amundson, City Attorney Lampson, Fire and Emergency Services Director Baynes, Police Services Captain Taylor, Public Works Director Rogalsky, Administrative Services Director Koch, Energy Services Director Hammond, Parks and Recreation Director Schiessl and City Clerk Hopkins.

Pledge of Allegiance:

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

Approval of Agenda:

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

Presentations:

1. Hanford Communities Annual Report (10 minutes)
- Pam Larson, Hanford Projects Manager

Ms. Larson gave the background of the Hanford Communities Board, reported on their 2012 accomplishments, detailed the current issues and presented the 2013 goals.

Richland Report:

No reports.

Comments:

1. Public Comments

Karen Miles, Founder of the Historic Street Program, gave details of the "Saluting the City of Richland" the Historic Streets Dedication event that will celebrate the completion of the Historic Street Program. The celebration will be held January 26, 2013, at 1:00 p.m. at the Richland High School Auditorium.

2. Reports of Board and Commission Representatives:
No reports.

3. Reports of Visiting Officials:

Lisa Toomey, Executive Director of the Hanford Reach Interpretive Center presented a short video showing the design of the exterior of the new building.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes - Approval:

1. Council Meeting Held January 2, 2013
- Jon Amundson, Assistant City Manager

Ordinances - Passage:

2. Ordinance No. 02-13, Amending RMC Section 9.06.010: Theft, to Include the Offense of Theft of Services
- Tom Lampson, City Attorney
3. Ordinance No. 01-13, Amending RMC Section 9.10 Marijuana and 9.11 Drugs Paraphernalia, to Comply with the Passage of Washington State Initiative 502
- Tom Lampson, City Attorney

Items for Approval:

4. Pre-Annexation Agreement for Reata Road
- Rick Simon, Development Services Manager
5. Purchase and Sale Agreement with James and Deborah Hazen for One-Acre in the Badger Mountain Area
- Gary Ballew, Economic Development Manager
6. Amendment to the Grant with the Department of Commerce for Wine Science Center
- Gary Ballew, Economic Development Manager
7. Interlocal Agreement with the Wine Science Center Development Authority
- Gary Ballew, Economic Development Manager

Award of Bid - Approval:

8. Award of Bid to Insituform Technologies for 2013 E-Basin Trenchless Rehabilitation Phase 2 Project
- Pete Rogalsky, Public Works Director
9. Award of Bid to Apollo Inc. for Hanford Reach Interpretive Center Phase 1 (Re-Bid)
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

10. December 24, 2012 - January 4, 2013, for \$6,534,836.33, including Check Nos. 197679-198087, Wire Nos. 5224- 5236, Payroll Check Nos. 98825-98839, and Payroll Wire/ACH Nos. 7867-7887
- Cathleen Koch, Administrative Services Director

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER LEMLEY SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 6-0.

REPORTS AND COMMENTS:

1. City Manager Johnson reminded Council of the workshop on January 22, 2013, and she read the workshop's agenda.

2. City Attorney Lampson no comments.

3. Council Members

Council Member Kent said the Regional Public Facility District Board (TCRPFD) discussed placing the aquatic center issue on the 2013 fall ballot. The Board will meet in Richland's City Hall Council Chamber on January 23, 2013, at 5:30 p.m. to continue discussion and hear public opinion before making a final decision.

Council Member Lemley said he attended the dedication of the Jump sculpture in the John Dam Plaza on January 11, 2013.

Mayor Pro Tem Rose said the Jump purchase and installation demonstrated a great working partnership of City staff, the Arts Commission and the Parks and Recreation Commission.

4. Mayor Fox gave an update on the next stage of the Tri-City Evolution Group and the Ruckelshaus study. He said plans are being made to interview members of the business community, regional government entities, Council Members and community members regarding growth of Tri-Cities area in the coming years, what they think the new issues and challenges will be and how those issues and challenges should be addressed.

Council Member Lemley said he is a liaison to Richland Senior Association. He said the seniors operate a gift shop in the community center as a fundraiser for the Association and they need donations of items to sell in the gift shop.

Adjournment:

Mayor Fox adjourned the meeting at 8:07 p.m.

Respectfully

Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Mayor John Fox

DATE APPROVED:

**MINUTES****RICHLAND CITY COUNCIL REGULAR WORKSHOP****Richland City Hall ~ 505 Swift Boulevard****Tuesday, January 22, 2013**

Call to Order:

Mayor Fox called the Council workshop to order at 6:00 p.m. in the Council Chamber.

Attendance:

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

Also present were City Manager Johnson, Deputy City Manager King, Assistant City Manager Amundson, Administrative Services Director Koch, Police Chief Skinner, Fire and Emergency Services Chief Baynes, Energy Services Director Hammond, Parks and Recreation Director Schiessl, and City Clerk Hopkins.

Workshop Items:

1. Kadlec Campus Plan (45 minutes)

Mr. King introduced representatives from Kadlec Hospital and gave an overview of Kadlec's recent and future growth plans. He said Kadlec is the largest employer in Richland's Central Business District and the major driver of its economic health and vitality. Mr. King said the purpose of the presentation is to review the Kadlec Master Campus Plan with Council and discuss the major elements of the proposed Development Agreement.

Mr. Wortman, Kadlec CEO, gave the background of Kadlec's growth, working with the City over the years on Kadlec's expansion in the Central Business District and the plans it has for future growth.

Mr. Rose, Kadlec's Director of Plant Operation and Mr. Lawson, Kadlec's Property Manager explained the major obstacles in Kadlec's growth and what plans they have to resolve them. They presented Kadlec's development of a Master Plan to guide the development of their medical campus over the next several decades. They said City staff and Kadlec have been working on a draft Development Agreement that would spell-out mutual expectations for the build-out of Kadlec's campus in the context of the City's plans for the Central Business District.

Council discussion included what will keep patients coming to Kadlec instead of other area hospital and health care facilities, what Kadlec's development time line is, the City's downtown development plan, and closing Goethals Street for Kadlec's growth

needs.

2. Shared Parking at Columbia Playfields

- Joe Schiessl, Parks and Recreation Director

Mr. Schiessl said the purpose of the workshop was to discuss parking at Columbia Playfield (CP). He described what the complex consists of, its location, who uses the adjacent City parking lots, the different parking lease agreements in place and the City's parking lot expansion plans. He said staff recommends the City prioritize parking for core users through parking time restrictions and use lease agreements.

Council discussed parking enforcement, parking controls, the City's income from the parking leases, using the 2013 Lodging Taxes to connect the north and central lots, the use of long term parking leases and private business use of the parking lot.

3. Fire Stations: Future Locations and an Opportunity for a Partnership

- Grant Baynes, Fire and Emergency Services Director

Chief Baynes said the purpose of the workshop was to discuss a request from the Pacific Northwest National Laboratory (PNNL) to review City fire protection services for the 300 Area through a "Fee for Service" agreement similar to the approach taken for electrical services. Energy Services Director Bob Hammond described how Energy Services proceeded with their "Fee for Service" agreement.

Chief Baynes said PNNL has conducted a needs assessment for the Hanford 300 Area and PNNL areas not currently within the City of Richland. It included an assessment of the Richland Fire Department's ability to meet their service needs. This need is the basis for PNNL moving to the next step of requesting a preliminary estimate for these services. PNNL anticipates that such services would be delivered from a City constructed, owned, operated, and maintained fire station.

Chief Baynes said staff seeks direction from Council on the development of the preliminary estimate for City fire protection services for PNNL. If Council wishes to proceed, the City will need to consider a preliminary fee, service cost estimates, possible cost sharing/sliding fee scales subject to other conditions, such as additional growth in the area, and additional related services that the City may consider in its proposal, such as Law Enforcement.

Council discussion included a request to look at the Los Alamos fire protection service agreement, if PNNL would contribute and funds, and the reasons PNNL is seeking this agreements.

Adjournment:

Mayor Fox adjourned the workshop at 8:11 p.m.

Respectfully Submitted,

Marcia Hopkins
City Clerk

Form Approved:

John Fox
Mayor

Date Approved:



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C5

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: SALE OF LOCAL REVITALIZATION FINANCING AND BROADBAND GENERAL OBLIGATION BONDS

Department: Administrative Services

Ordinance/Resolution: 04-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give first reading by title only to Ordinance 04-13, Local Revitalization Financing and Broadband General Obligation Bond.

Summary:

On August 25, 2009, Council adopted Ordinance No. 28-09, creating the Revitalization Area for Industry, Science and Education (RAISE) in order to utilize Local Revitalization Financing (LRF) from the State to fund infrastructure improvements in north Richland. The State approved \$330,000 annually in LRF funding toward debt service for up to 25 years, which must be matched 100% locally for a total of \$660,000. Local funding comes from incremental property and sales taxes generated within the designated RAISE area as a result of private development. Based on amounts available for debt service, approximately \$11.3 million in proceeds are estimated to be available to finance infrastructure improvements.

Additionally, Council passed Resolution No. 32-12, authorizing staff to move forward with design and construction of a fiber backbone to replace the current INET network, at a cost of approximately \$2.3 million. Debt service will be funded through costs to users of the fiber, including City departments, Richland School District and others.

Based on current information, the total anticipated bonds to be issued is approximately \$13.7 million, which takes into account financing costs and current interest rates. Depending on the economic climate on the day of the bond sale, the bond amount may change in order to keep annual debt service equal to available funding.

This ordinance enables Council to appoint the Administrative Services Director as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions. The parameters are outlined in Section 4 of the ordinance.

The ordinance will be brought to Council for approval on February 19, 2013, and the pricing is tentatively scheduled for March 6, 2013.

Fiscal Impact?

☒ Yes ☐ No

First reading will establish the intent to issue the general obligation bonds. The actual amount of the bonds is anticipated to be approximately \$13.7 million. The annual principal and interest payments on the proposed bonds will be funded from LRF financing for the RAISE portion of the bonds and the Broadband portion will be funded by user charges from City Departments, and Educational and other users. Debt service was anticipated in the 2013 budget.

Attachments:

1) Proposed Ordinance

City Manager Approved:

Amundson, Jon
Feb 01, 11:43:12 GMT-0800 2013

DRAFT DATED 1/29/2013

CITY OF RICHLAND, WASHINGTON

ORDINANCE NO. 04-13

AN ORDINANCE of the City of Richland, Washington, relating to contracting indebtedness; providing for the issuance of one or more series of limited tax general obligation bonds of the City in the aggregate principal amount of not to exceed \$15,000,000 (1) to pay costs related to the City's fiber optics communications network and other capital improvements described in the City's capital improvement plan, (2) to pay costs relating to public improvements in the City's Revitalization Area for Industry, Science and Education, and (3) to pay the costs of issuance and sale of those bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed _____, 2013

This document prepared by:

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**The cover page, table of contents and section headings of this resolution are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF RICHLAND, WASHINGTON

ORDINANCE NO. 04-13

AN ORDINANCE of the City of Richland, Washington, relating to contracting indebtedness; providing for the issuance of one or more series of limited tax general obligation bonds of the City in the aggregate principal amount of not to exceed \$15,000,000 (1) to pay costs related to the City's fiber optics communications network and other capital improvements described in the City's capital improvement plan, (2) to pay costs relating to public improvements in the City's Revitalization Area for Industry, Science and Education, and (3) to pay the costs of issuance and sale of those bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “ *Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity.

(b) “ *Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(c) “ *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.

(d) “ *Bond Fund*” means one or more funds of the City, or accounts therein, created in the office of the Finance Manager for the payment of the principal of and interest on the Bonds.

(e) “ *Bond Purchase Agreement*” means an offer to purchase the Bonds, or a Series of Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of that Series of Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

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

(g) “ *Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(h) “ *Bonds*” means bonds of the City issued pursuant to and for the purposes provided in this ordinance in one or more series and with such additional series and other designation as the Designated Representative may deem appropriate.

(i) “*Broadband Project*” means the construction of a fiber optic “backbone” to support the City’s communications network. Incidental costs incurred in connection with carrying out and accomplishing the Broadband Project, consistent with RCW 39.46.070, shall be included as costs of the Broadband Project.

(j) “*Broadband Project Account*” means the funds or accounts created for the purpose of carrying out the Broadband Project.

(k) “ *City*” means the City of Richland, Washington, , a duly organized and legally existing charter city of the first class under the laws of the State.

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

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

(n) “ *DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(o) “ *Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(p) “ *Final Terms*” means the terms and conditions for the sale of a Series of Bonds including, but not limited to the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(q) “ *Finance Manager*” means the person who holds the office or has the official responsibilities of Finance Manager of the City or successor office.

(r) “ *Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(s) “ *Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(t) “ *Issue Date*” means, with respect to any Series of Bonds, the date of initial issuance and delivery of such Series to the Underwriter in exchange for the purchase price of such Series.

(u) “ *Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and the Securities Depository, dated February 2,

1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(v) “*LRF Projects*” means the construction of utility and transportation infrastructure in the RAISE more particularly described in Resolution No. ____-13. Incidental costs incurred in connection with carrying out and accomplishing the LRF Projects, consistent with RCW 39.46.070, shall be included as costs of the LRF Projects.

(w) “*LRF Project Account*” means the funds or accounts created for the purpose of carrying out the LRF Projects.

(x) “*LRF Taxes*” means the sales and use taxes authorized by RCW 82.14.510 and the Local Property Tax Allocation Revenues received from Benton County under the Interlocal Cooperation Agreement Relating to Revitalization Area for Industry, Science and Education, dated August 16, 2011, between the City and Benton County, and September 1, 2011, between the City and the Port of Benton, under Ordinance No. 28-09, as amended, and RCW 39.104.080.

(y) “*MSRB*” means the Municipal Securities Rulemaking Board.

(z) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(aa) “*Projects*” means, collectively, the Broadband Project and the LRF Projects.

(bb) “*RAISE*” means the City’s Revitalization Area for Industry, Science and Education, created and established by Ordinance No. 28-09, as amended by Ordinance No. 05-11.

(cc) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(dd) “*RCW*” means the Revised Code of Washington.

(ee) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(ff) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(gg) “ *Rule 15c2-12*” means Rule 15c 2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(hh) “ *SEC*” means the United States Securities and Exchange Commission.

(ii) “ *Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City, or the nominee of any of the foregoing. Any Securities Depository must be qualified under applicable laws and regulations to provide the services proposed to be provided by it.

(jj) “ *Series of Bonds*” or “ *Series*” means a series of Bonds issued pursuant to this ordinance.

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

(ll) “ *System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(mm) “ *Tax-Exempt Bonds*” means any Series issued on a tax-exempt basis.

(nn) “ *Term Bonds*” means those Bonds designated as Term Bonds and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(oo) “ *Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 15 of this ordinance.

(pp) “ *Underwriter*” means Seattle-Northwest Securities Corporation of Seattle, Washington, or such other purchaser of the Bonds whose offer is accepted by the Designated Representative in accordance with this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Broadband Project.* The City is in need of funds with which to finance the Broadband Project. The City Council therefore finds that it is in the best interests of the City to carry out the Broadband Project.

(b) *Authority and Description of LRF Projects.*

(1) On August 25, 2009, the City created the RAISE pursuant to Ordinance No. 28-09, as amended, and chapter 39.104 RCW. The City applied for, and was approved by the Washington State Department of Revenue to receive a “State Contribution” (as defined by RCW 39.104.020(22)) to finance improvements within the RAISE. The City expects to impose the LRF Taxes at the maximum rate authorized, for a maximum period authorized, i.e., for 25 years from the date the LRF Taxes are imposed (or until the earlier redemption of any bonds issued by the City under the authority of RCW 39.104.110 (“LRF Bonds”).

Pursuant to RCW 82.14.515, the LRF Taxes may be used only for the purpose of paying debt service on LRF Bonds. Resolution No. ____-13 indicated the City's intent to incur the indebtedness in an amount not to exceed \$11,300,000, which indebtedness includes the Bonds allocable to the LRF Projects.

(2) The City is in need of funds with which to finance the LRF Projects. The City Council therefore finds that it is in the best interests of the City to carry out the LRF Projects and to finance them by issuance of the LRF Bonds.

(c) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 39.36 and 39.46 RCW, the City is authorized to issue taxable or tax-exempt general obligation bonds for the purpose of financing the Projects. The total expected cost of the Broadband Project is approximately \$2,300,000, which is expected to be made up of proceeds of the Bonds. The total expected cost of the LRF Projects is approximately \$11,300,000, which is expected to be made up of proceeds of the Bonds.

(d) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$15,000,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

(1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2013 is \$5,147,604,881.

(2) As of December 31, 2012, the City has limited tax general obligation indebtedness, consisting of bonds and notes, outstanding in the principal amount of \$18,099,839, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.

(3) As of December 31, 2012, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$18,815,602 for general municipal purposes, and no other unlimited tax general obligation debt outstanding. The indebtedness described in this subparagraph has been incurred with the approval of the requisite number of the City's qualified voters, within the limit of up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness), 2½% for utility purposes and 2½% for open space, parks and economic development purposes.

(e) *The Bonds.* For the purpose of providing the funds necessary to carry out the Projects and pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Underwriter, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City shall borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in the aggregate principal amount of not to exceed \$15,000,000 to provide funds necessary to carry out the Projects and to pay the costs of issuance and sale of the Bonds. The proceeds of the Bonds, after payment of costs of issuance, shall be deposited as set forth in Section 8 and shall be used to carry out the Projects, or a portion of the Projects, in such order of time as the City determines is advisable and practicable.

Section 4. Description of the Bonds; Appointment of Designated Representative. The Administrative Services Director is appointed as the City's Designated Representative and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as he or she deems advisable, within the following parameters:

(a) *Principal Amount.* The Bonds shall not exceed the aggregate principal amount of \$15,000,000, and may be issued as either taxable or tax-exempt obligations. The portion of the principal amount of the Bonds allocable to the Broadband Project shall not exceed the aggregate principal amount of \$3,000,000. The portion of the principal amount of the Bonds allocable to the LRF Projects shall not exceed the aggregate principal amount of \$12,000,000. The Designated Representative shall determine the portion of the maturities of the Bonds that are allocable to the Broadband Project and the LRF Projects, respectively.

(b) *Date or Dates.* Each Series of Bonds shall be dated as of its date of initial delivery to the Underwriter, which date may not be later than December 31, 2013.

(c) *Denominations, Series Designation, etc.* The Bonds shall be issued in Authorized Denominations, shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.

(d) *Interest Rate(s).* The Bonds shall bear interest at fixed rates per annum (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent interest payment date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 6.00%, and the "all in" true interest cost to the City for any Series of Bonds may not exceed 6.00%.

(e) *Payment Dates.* Interest must be payable semiannually on each June 1 and December 1 (or such other semiannual dates as the Designated Representative deems necessary or convenient), commencing no earlier than June 1, 2013. Principal payments must be payable at maturity or in mandatory redemption installments on such interest payment dates as are acceptable to the Designated Representative.

(f) *Final Maturity.* The Bonds shall mature no later than 26 years following their Issue Date, and the bonds allocated to the LRF Projects shall mature no later than December 1, 2038.

(g) *Redemption Rights.* In his or her discretion, the Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, as follows:

(1) Optional Redemption. Any Bond or Series of Bonds may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Tax-Exempt Bond is designated as subject to optional redemption prior to its maturity, it must also be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) *Price.* The purchase price for each Series of Bonds may not be less than 98% or more than 125% of the stated principal amount of the Series.

(i) *Other Terms and Conditions.*

(1) A Series of Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.

(2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* The Bonds shall be issued only in registered form as to both principal and interest and shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as Bond Registrar for the Bonds. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar

may become an Owner of a Bond with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Beneficial Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of the Registered Owner of each Bond and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. Bonds may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Form.* The Bonds initially shall be registered in the name of Cede & Co., as the nominee of DTC, acting as Securities Depository. Bonds so registered shall be held fully immobilized in book-entry form by DTC in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond (or portion of a Bond) held in book-entry form may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City or such substitute Securities Depository's successor; or (iii) to any person if the Bond is no longer held in book-entry form. Upon the resignation of the Securities Depository from its functions as depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) a Securities Depository resigns from its functions as depository, and no substitute Securities Depository can be obtained, or (ii) the City determines that a Bond is to be in certificated form, such Bond no longer shall be held in book-entry form and the ownership of such Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice which is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* The Bonds shall be prepared in a form consistent with the provisions of this ordinance and State law. The Bonds shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any of the officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before

the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only Bonds bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate Of Authentication. This Bond is one of the fully registered City of Richland, Washington, Limited Tax General Obligation Bonds, 2013." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For as long as a Bond is registered in the name of the Securities Depository, payment of principal of and interest on that Bond shall be made in the manner set forth in the Letter of Representations. If a Bond ceases to be in book-entry form, interest on that Bond shall be paid by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register as of the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received at least 10 days before an interest payment date and at the sole expense of the requesting Registered Owner. Principal of a Bond shall be payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Debt Service Fund.* The Finance Manager is authorized to create or designate the Bond Fund as a special fund for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund, and until needed for this purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and be used for the purposes of that fund.

(b) *Project Accounts.* The Finance Manager is authorized to create or designate one or more Broadband Project Accounts for the purpose of paying the costs of the Broadband Project. Proceeds received from the sale and delivery of the Bonds

allocable to the Broadband Project(s) shall be deposited into the Broadband Project Account and used to pay the costs of the Broadband Project and allocable costs of issuance of those Bonds. The Finance Manager is authorized to create or designate one or more LRF Project Accounts for the purpose of paying the costs of the LRF Projects. Proceeds received from the sale and delivery of the Bonds allocable to the LRF Projects shall be deposited into the LRF Project Account(s) and used to pay the costs of the LRF Projects and allocable costs of issuance of those Bonds. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the applicable project account and be used for the purposes of that account, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from a project account and used for those tax or rebate purposes.

Section 9. Redemption Provisions and Open Market Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to optional redemption acceptable to the Designated Representative, within the parameters set forth in Section 4. Any Bond that is subject to optional redemption may be selected by the City, in its sole discretion, for redemption in whole or in part at any time at which redemption is permitted as set forth in the Bond Purchase Agreement.

(b) *Mandatory Redemption.* Bonds designated as Term Bonds by the Designated Representative, within the parameters set forth in Section 4, if not previously redeemed under any optional redemption provisions, defeased or purchased and surrendered for cancellation under the provisions set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the redemption dates and in the redemption amounts as set forth in the Bond Purchase Agreement. If Term Bonds are redeemed under the optional redemption provisions, defeased or purchased by the City and cancelled, the principal amount of the Term Bonds so redeemed, defeased or purchased (irrespective of their actual redemption or purchase prices) shall be credited against one or more scheduled mandatory redemption amounts for those Term Bonds. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that maturity of Term Bonds for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* All or a portion of the principal amount of any Bond that is subject to optional or mandatory redemption may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount remaining unredeemed. The principal portion of any Bond registered in the name of the Securities Depository which is to be partially redeemed shall be selected in accordance with the Letter of Representations. If a Bond ceases to be held in book-entry form, the

portion to be partially redeemed shall be selected randomly in such manner as the Bond Registrar shall determine.

(d) *Notice of Redemption.* While a Bond is registered in the name of the Securities Depository, notice of redemption shall be given as required in accordance with the Letter of Representations. If a Bond ceases to be held in book-entry form, unless waived by the Registered Owner of the Bond to be redeemed, the City shall cause notice of an intended redemption of Bonds to be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of each Bond to be redeemed at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner of any Bond. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Manager shall determine, but these additional mailings shall not be a condition precedent to the redemption of a Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the optional redemption of those Bonds by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and a Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on Bonds called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund (or in an escrow accounts established to carry out a refunding or defeasance of the redeemed Bonds, if any).

(g) *Open Market Purchase.* The City reserves the right to purchase any or all of the Bonds in the open market at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If any Bond is not redeemed when properly presented at its maturity date or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is

lawfully available and pledged by the City for repaying the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same becomes due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

The proceeds of the LRF Taxes, if and when received by the City, also are pledged to the payment of the Bonds allocable to the LRF Projects, which shall be designated in an allocation approved by the Designated Representative at the time of issuance. The City further pledges and covenants to maintain the LRF Taxes, once the conditions to imposing the LRF Taxes are satisfied, until the date that the Bonds allocable to the LRF Projects mature. Notwithstanding the foregoing, the City reserves the right to pledge the proceeds of the LRF Taxes to the payment of other obligations on a parity basis.

Section 12. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Tax-Exempt Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Bonds or other funds of the City treated as proceeds of the Tax-Exempt Bonds at any time during the term of the Tax-Exempt Bonds which will cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Tax-Exempt Bonds, including the calculation and payment of any penalties that the City has elected to pay as an alternative to calculating rebateable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes.

(b) *Post-Issuance Compliance.* The Finance Manager is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this Section 12 and the applicable requirements of the Code that must be satisfied after the Issue Date to maintain the tax treatment of the Tax-Exempt Bonds and the receipt of interest thereon.

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on the affected Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the

refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

While a Bond is registered in the name of the Securities Depository, notice of any defeasance shall be given in the manner prescribed in the Letter of Representations for notices of redemption of Bonds. If a Bond ceases to be held in book-entry form, then unless specified by the City in a refunding or defeasance plan, selection of Bonds to be defeased, notice of defeasance and replacement of Bond certificates shall be done in accordance with the provisions of this ordinance for the redemption of Bonds prior to their maturity.

Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell the Bonds by negotiated sale to the Underwriter, based on his or her assessment of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the Final Terms, the Designated Representative shall take into account those factors that, in his or her judgment, may be expected to result in the lowest true interest cost on the Bonds to their maturity, including, but not limited to current interest rates for obligations comparable to the Bonds. The Bond Purchase Agreement for the Bonds shall set forth the Final Terms of the Series of Bonds. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(b) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Underwriter in accordance with the Bond Purchase Agreement, with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 15. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement.* The Designated Representative shall review the form of each preliminary official statement prepared in connection with the sale of any Series of Bonds to the public. For the sole purpose of the Underwriter's compliance with paragraph (b)(1) of Rule 15c2-12, the Designated Representative is authorized to "deem final" that preliminary official statement as of its date, except for the

omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary official statement that has been “deemed final” in accordance with this paragraph.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final official statement for each Series of Bonds to be sold to the public in the form of the preliminary official statement, with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final official statement to the Underwriter. The City authorizes and approves the distribution by the Underwriter of that final official statement to purchasers and potential purchasers of the Bonds.

Section 16. Undertaking to Provide Continuing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written Undertaking for the benefit of holders of the bonds:

(a) *Undertaking to Provide Annual Financial Information and Notice of Listed Events.* The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in subsection (b) of this section (“annual financial information”);

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if

material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in subsection (b) of this section.

(b) *Type of Annual Financial Information Undertaken to be Provided.* The annual financial information that the City undertakes to provide in subsection (a) of this section:

(i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to State local governmental units such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are otherwise prepared and available they will be provided; (2) principal amount of general obligation bonds outstanding at the end of the fiscal year described in the filed financial statements; (3) assessed valuation for that fiscal year; (4) regular property tax levy amount and rate for that fiscal year; and (5) a statement of revenues for that fiscal year from other revenue sources pledged to the Bonds (if any).

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2012; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) *Amendment of Undertaking.* The Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) *Beneficiaries.* The Undertaking evidenced by this section shall inure to the benefit of the City and the Beneficial Owner of a Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) *Termination of Undertaking.* The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if those provisions of Rule 15c2-12 which require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) *Remedy for Failure to Comply with Undertaking.* As soon as practicable after the City learns of any failure to comply with the Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with the Undertaking shall constitute a default in respect of the Bonds. The sole remedy of a Beneficial Owner of a Bond shall be to take action to compel the City or other obligated person to comply with the Undertaking, including seeking an order of specific performance from an appropriate court.

(g) *Designation of Official Responsible to Administer Undertaking.* The Finance Manager or his or her designee is authorized to take such further actions as may be necessary, appropriate or convenient to carry out this Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(i) Preparing and filing the annual financial information undertaken to be provided;

(ii) Determining whether any event specified in subsection (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(iii) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person in accordance with Rule 15c2-12;

(iv) Selecting, engaging and compensating designated agents and consultants, including but not limited to financial advisors and legal counsel, to assist and advise the City in carrying out the Undertaking; and

(v) Effecting any necessary amendment of the Undertaking.

Section 17. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without requiring the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not adversely affect the interests of the Beneficial Owners of the Bonds, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 18. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bonds to the Underwriter and for the proper application, use and investment of the bond proceeds. 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 19. 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 20. Effective Date of Ordinance. This ordinance shall take effect 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, Washington, at an open public meeting thereof on the 19th day of February, 2013, and signed in authentication of its passage this ____ day of February, 2013.

CITY OF RICHLAND

Mayor

AUTHENTICATED:

City Clerk

FORM APPROVED:

City Attorney

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.04- 13 (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 February 19, 2013, 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.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of February, 2013.

CITY OF RICHLAND, WASHINGTON

Marcia Hopkins, City Clerk



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C3

Key Element: Key 7 - Housing and Neighborhoods

Subject: AMENDMENTS TO RMC TITLE 23 REGARDING ACCESSORY APARTMENT UNITS

Department: Community and Development Services

Ordinance/Resolution: Ord. 05-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give first reading by title only to Ordinance No. 05-13, amending standards pertaining to accessory apartment units.

Summary:

Accessory apartments, sometimes referred to as mother-in-law apartments or granny flats are small independent living quarters that are built onto or adjacent to a single family home. Under the City's existing code, accessory apartment units are permitted in single family residential zones provided that the accessory unit is physically attached to the main residence. There are other specific criteria contained in RMC Section 123.420.020 that place limitations on the overall size and makeup of an accessory apartment. The Tri-City Home Builders Association approached the City last year with a request to consider some amendments to this code section that would provide additional flexibility to homeowners that wanted to consider accessory apartments. The Planning Commission held several workshops on the topic in 2012 and has now recommended code amendments for Council's consideration. Specifically, the proposed amendments would provide for both attached and detached accessory apartment units and include standards that are intended to lessen the impact of the accessory unit on the adjacent residential properties. The Planning Commission held public hearings on this topic on November 28th and December 19th, 2012, and have recommended adoption of the proposed code amendment.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Draft Ord #05-13
- 2) Excerpt of Planning Commission Minutes 11/28/12 & 12/19/12
- 3) Staff Report to Planning Commission 11/28/12
- 4) Staff Report to Planning Commission 12/19/12

City Manager Approved:

Amundson, Jon
Feb 01, 11:43:29 GMT-0800 2013

ORDINANCE NO. 05-13

AN ORDINANCE of the City of Richland
amending Richland Municipal Code Sections 23.06.020
and 23.42.020 pertaining to accessory apartment units.

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

Section 1.01 Sections 23.06.020 and 23.42.020 of the Richland Municipal Code, as enacted by Ordinance 28-05 § 1.02 are hereby amended to read as follows:

23.06.020 Accessory apartment unit.

An “accessory apartment unit” is located within or adjacent to a detached one-family dwelling, located on the same lot and is a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation subject to the provisions of RMC 23.42.020. [Ord. 28-05 § 1.02].

23.42.020 Accessory apartments.

One accessory apartment per single family dwelling unit is allowed within all single-family zones ~~and single-family dwellings~~ within the city under the following conditions:

A. Accessory apartment units established in conformance with the provisions of this section may be allowed as permitted uses on lots zoned for single-family dwellings. No more than one accessory apartment unit per legal lot is permitted and it must be accessory to a detached single-family residence. A lot occupied by two or more dwellings shall not be permitted an accessory apartment unit.

~~A. An accessory apartment may be developed in an existing or in a new residence.~~

B. An accessory apartment unit may be added onto an existing single family residence, built adjacent to a single family residence or constructed in conjunction with a new residence.

~~B. C.~~ Each accessory apartment shall have a kitchen and a bathroom and shall not contain more than two bedrooms.

~~C. An accessory apartment must be under the same roof as the dwelling and may not be detached from the dwelling.~~

D. An accessory apartment shall not exceed 40 percent of the dwelling's total floor area, and shall not exceed 800 square feet of interior floor space nor be less than ~~300~~ 200 square feet of interior floor space.

~~E. An accessory apartment must have its own outside entrance and not within the same facade as the main entrance.~~

~~F.~~ E. Minimum required parking of RMC 23.54.020 must be met. ~~An~~ One additional parking space for the accessory apartment unit is required.

~~F.G. One unit must be owner-occupied at least eight months of the year.~~ Prior to the issuance of a building permit establishing an accessory apartment unit, the property owner shall record a deed restriction with the Benton County auditor's office. The document shall be in a form prescribed by the planning director and include a description of the location and size of the accessory apartment unit and a covenant that one of the dwelling units is, and will continue to be, occupied by the owner of the property as the owner's principal and permanent residence for as long as the other unit is being otherwise occupied or rented. The owner shall maintain residency for at least six (6) months out of the year, and at no time receive rent for, or otherwise allow to be occupied the owner occupied unit when absent the remainder of the year. Falsely certifying owner occupancy shall be considered a violation of the zoning ordinance and is subject to enforcement action.

G.H. An accessory apartment permit is required prior to any building permit for alterations or new construction. The permit must be reviewed and approved by applicable city departments.

~~I. An accessory apartment, as well as the main dwelling unit, must meet all applicable setbacks, lot coverage and building height requirements.~~

H.J. An accessory apartment must be connected to the utilities (except telephone and television) of the dwelling unit and may not have separate services.

~~I.K.~~ An attached accessory apartment may shall have a separate address, provided it is the same as the primary dwelling with a "B" suffix. A detached accessory apartment unit shall have a separate address and may be the same as the primary dwelling with a "B" suffix or may have an address number different from that of the primary dwelling.

J.L. The design and size of an accessory apartment unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes.

~~K.M.~~ Any existing accessory apartment unit, lawfully existing prior to the adoption of the accessory apartment ordinance, may apply for an accessory apartment permit. If the unit does not meet the current standards, it will be considered a legal nonconforming use subject to the standards of RMC 23.66.040.

~~N. The planning and development services division shall report annually to the council on the number of accessory apartments permitted, the distribution throughout the city, the average size of units, the number and type of complaints and enforcement-related actions.~~

L. Accessory apartment units that are attached to the primary dwelling shall meet the following criteria:

1. The accessory apartment must be under the same roof as the dwelling and may not be connected only by a breezeway.
2. An accessory apartment must have its own outside entrance and not within the same facade as the main entrance.
3. An accessory apartment unit, as well as the primary dwelling unit, must meet all applicable setback s, lot coverage and building height requirements.
4. Only one entrance may be located on the front of the house , unless the front of the house already had more than one entrance.

M. Accessory apartment units that are detached from the primary dwelling shall meet the following criteria:

1. The accessory apartment unit shall be located at least six feet from the primary dwelling unit;
2. An accessory apartment unit shall conform to requirements for the primary residence, including, but not limited to: lot coverage; front, side and rear yard setbacks; and width of lot at the building line. Maximum building height for a detached accessory apartment unit is fifteen (15) feet and the structure is limited to a single story; provided that the rear setback requirement for an accessory apartment unit may be reduced to fifteen (15) feet, if a solid privacy fence is also erected along the rear property boundary;
3. The exterior appearance of an accessory apartment unit shall be architecturally compatible with the primary residence. Compatibility includes coordination of architectural style; exterior building materials and color; roof material, form and pitch; window style and placement; other architectural features; and landscaping.
4. Accessory apartment units that are manufactured off-site are permitted; provided that they meet the following criteria in addition to items 1 – 3 listed above:

- a. Accessory apartment units shall be set on permanent foundations;
- b. All accessory apartment units shall be new at the time of installation, not having been previously titled to a retail purchaser and not meeting the definition of a used mobile home as defined in RCW 82.45.032(2);
- c. A recreational vehicle shall not be used as an accessory apartment unit. [Ord. 28-05 § 1.02].

Section 1. 02 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland at a regular meeting on the _____ day of _____, 2013.

JOHN FOX
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney

Date Published: _____



MINUTES

RICHLAND PLANNING COMMISSION MEETING No. 9-2012

Richland City Hall – 550 Swift Boulevard – Council Chamber

WEDNESDAY, November 28, 2012

7:00 p.m.

Call to Order:

Vice-Chairman Utz called the meeting to order at 7:00 p.m.

Attendance:

Present: Vice-Chairman Utz, Commission Members Berkowitz, Clark, Jones, Madsen, Moser, Wallner and Wise. Also present were City Council Liaison Phil Lemley, Planning Manager Rick Simon, Senior Planner Jeff Rolph and Recorder Pam Bykonen.

3. CITY OF RICHLAND – Amendment to the RMC relating to Accessory Apartment Units (Z2012-107)

Mr. Simon reviewed the proposed updates to RMC 23.42.020 regarding Accessory Apartment Units that would allow for either attached or detached units. A detached unit would be limited to one story and must meet current property setback requirements. Additionally, the proposed code amendment includes a requirement for either the primary residence or the Accessory Apartment Unit to be occupied by the property owner for a minimum of eight months each year; the residence requirement would be recorded on the title.

Staff recommends approval of the proposed amendment to RMC 23.42.020.

Vice-Chairman Utz opened the Public Hearing at 8:04 PM and asked if there were any comments from the public on this item.

Renee Brooks, 10001 W Clearwater Avenue, Kennewick: “On behalf of the Home Builders Association, just a thank you to everybody on the Planning Commission and the Planning staff for working with us on this over the couple of workshop meetings and going forward. Something we definitely support, having some more flexibility, giving the City some options to increase density as well as giving homeowners some options in terms of what they need to do to accommodate aging parents. I think somebody on the Commission mentioned college kids moving home – just some different options. I did just want to share – I only brought one copy of it – there was actually an article in the Tri-City Herald on November 16th – the housing section – about cottage homes. They’re doing pre-fab ones now and just about the different areas in Washington that are allowing it now so I think it’d be a great move for the City of Richland and we fully support it.”

Vice-Chairman Utz asked if there were any additional comments on this item. Seeing none, he closed the Public Hearing at 8:05 PM.

Discussion:

Commissioner Clark asked for clarification on the residency requirement. **Mr. Simon** explained the requirement was to reduce the potential for absentee landlord situations in a single-family neighborhood. Monitoring of the provision would be complaint driven and would be processed the same as other code violations through the Code Enforcement Board.

Commissioner Wallner asked for additional information regarding subsequent owners complying with the provision. **Mr. Simon** said the provision would be recorded on the property title.

Commissioner Berkowitz asked if the property could be subdivided so the primary residence was on one parcel and the ADU was on the other. **Mr. Simon** said that would not be allowed unless the original parcel was twice the width of the minimum lot width requirement. The property owner would have to apply for a subdivision of the property.

Commissioner Berkowitz asked about allowing on the property portable “med-cottages” to provide an alternative to nursing home care. Her concern was that they would be precluded because the portable units do not meet the minimum square footage requirement. **Mr. Simon** responded that if a resident wanted to place a med-cottage on their property they could go before the Board of Adjustments or request a code amendment to allow for a smaller unit than what the code provides for. **Commissioner Berkowitz** asked for the lower square footage to be included in the proposed amendment.

After general discussion regarding off-street parking requirements and the requirement for owner-occupied time limits, it was suggested to table the item until it could be discussed at the December workshop meeting.

A motion was made by Commissioner Clark and seconded by Commissioner Madsen Agenda Item 3 be tabled until after the December workshop meeting for action at the December 19, 2012 meeting.

Motion Carried 8-0.



MINUTES
RICHLAND PLANNING COMMISSION MEETING No. 10-2012
Richland City Hall – 550 Swift Boulevard – Council Chamber
WEDNESDAY, December 19, 2012
7:00 p.m.

Chairman Boring called the meeting to order at 7:00 p.m.

Attendance:

Present: Chairm an Boring, Commission Membe rs Berkowi tz, Clark, Jones, Ma dsen, Moser, Utz, Walln er and Wi se. Also present we re City Co uncil Liais on Phil Le mley, Planning Manager Rick Simon, Senior Planner Jeff Rolph and Recorder Pam Bykonen.

2. CITY OF RICHLAND – Amendment to the RMC relating to Accessory Apartment Units (Z2012-107)

Chairman Boring asked for a motion to remove this item from the table.

A motion was made by Commissioner Clark and seconded by Commissioner Madsen to remove this item from the.

MOTION CARRIED 9-0.

Mr. Simon reviewed the pr oposed a mended up dates to RMC 23.4 2.020 rega rding Accessory Apartment Units t hat would allow for e ither attached or det ached units. At the No vember m eeting, the Commission had r equested staff revis e the prop osed language regarding accessory apartment units.

Staff recommends approval of the proposed amendments to RMC 23.42.020.

Chairman Boring opened the Public Hearing at 8:23 PM and asked if there were any comments from the public on this item.

Renee Brooks, 1201 W 14th Avenue, Kennewick [representing the Home Builders Association]: “I j ust want to reiterate our thanks and support for this. Thanks for all of the Planning Commission’s time and Rick’s time as well.”

Chairman Boring asked of t here were any additional comments on thi s item. S eeing none, she closed the Public Hearing at 8:23 PM.

Discussion:

Commissioner Clark asked for clarifi cation bet ween “acc essory dw elling units” and “accessory dwelling apartments”. **Mr. Simon** explained it was an error to use “units” as the dwellings are labeled “a partments” in the cod e definition. An “acc essory dw elling

unit” refers to a residence as a secondary use to a commercial property. Commissioner Clark also suggested changes to:

23.42.020(A) – remove the word “detached” from the second sentence;

23.42.020(E) – change “an additional parking space” to “one additional parking space”;

23.42.020(F) – in the third sentence, change from “rented or otherwise occupied” to “possibly rented”.

Vice-Chair Utz noted that the word “detached” in 23.42.020(A) was necessary because of the possibility of zero lot line development.

Commissioner Berkowitz suggested wording 23.42.020(F) to “otherwise occupied or rented”. She asked how the total floor area in 23.42.020(D) was determined and felt that the area considered floor area should be specified in its use. Mr. Simon said it included active living areas as well as areas used for storage, etc.

Commissioner Berkowitz asked why the provision to annually report accessory dwelling apartment numbers to City Council was removed. **Mr. Simon** explained the provision was part of the original code written in response to the State’s mandate to allow for accessory dwelling apartments. City Council had been concerned at that time that the allowance would be abused and requested annual reports but historically few problems arose as a result of allowing accessory dwelling apartments. Staff felt a formal annual report was no longer necessary. **Commissioner Berkowitz** suggested adding information on accessory dwelling apartments to the annual Planning Commission report to council.

Commissioner Madsen expressed concern that the 200 square foot minimum floor area allowed was too small for comfortable living. **Renee Brooks**, HBA, said that homes as small as 215 square feet were being built. She reminded the commissioners that the lower floor area came about because of the Commission’s concern regarding allowing mobile medical cottages. Commissioner Madsen asked to have the allowed total floor area increased.

Commissioner Moser asked for additional language in 23.42.020(M)(4) regarding accessory dwelling apartments manufactured off-site to clarify that the requirements in subsection 3 and 4 must be met.

Commissioner Clark asked if porches, patios, or basements would be included when determining total floor area. **Mr. Simon** suggested “interior floor space” be inserted in the text.

A motion was made by Commissioner Madsen and seconded by Commissioner Berkowitz that the Planning Commission concur with the findings and conclusions set forth in Staff Report Z2012-107 and recommend to the City Council adoption of the proposed amendments to Section 23.42.020 of the Richland Municipal Code – Accessory Dwelling Apartments with the following changes:

- 23.42.020 – change to read “one accessory apartment per single family dwelling unit . . .”;

- 23.42.020(D) – change to read “. . . shall not exceed 800 square feet of interior floor space nor be less than 200 square feet of interior floor space.”;
- 23.42.020(E) - change to read “One additional parking space . . .”;
- 23.42.020(F) – change to read “. . . otherwise occupied or rented . . .”;
- 23.42.020(M)(4) – add clause to read “In addition to items 1 – 3 above, accessory apartment units that are manufactured off-site must meet the following criteria: . . .”

Called for a vote: Commissioner Berkowitz: Yes; Commissioner Clark: Yes; Commissioner Jones: Yes; Commissioner Madsen: Yes; Commissioner Moser: Yes; Vice-Chair Utz: Yes; Commissioner Wallner: Yes; Commissioner Wise: Yes; Chairman Boring: Yes.

MOTION CARRIED 9-0.

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2012-107

PREPARED BY: RICK SIMON
MEETING DATE: NOVEMBER 28, 2012

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND Z2012-107

REQUEST: TEXT AMENDMENTS TO SECTION 23.42.020 OF THE
MUNICIPAL CODE CONCERNING ACCESSORY DWELLING
UNITS

LOCATION: CITYWIDE

REASON FOR REQUEST:

The current provisions in the City code concerning accessory dwelling units limit options for landowners. The Home Builders Association has requested that the City consider amendments to its City Code to provide for detached accessory dwelling units.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed amendments to the city's development regulations and submits that:

1. The proposed code amendments to RMC Section 23.42.020 would provide additional flexibility to landowners wishing to add an accessory dwelling unit to their properties in that both attached and detached units would be permissible.
2. The proposed code amendments would relax the standards that require the landowner to reside within either the main residence or the accessory dwelling unit for a minimum of eight months annually to six months annually.
3. Accessory dwelling units are a form of housing that can meet the specific needs of an individual family but are not likely to be employed widely throughout the community, based on the City's history with this form of housing;
4. Accessory dwelling provisions are in keeping with the City's Comprehensive Plan policies, which encourage a variety of housing opportunities;

5. Based upon the above findings and conclusions, the adoption of the City's amendments to Section 23.42.020 of the Richland Municipal Code – Accessory Dwelling Units 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 (Z2012-107) and recommend to the City Council adoption of the proposed amendments to Section 23.42.020 of the Richland Municipal Code – Accessory Dwelling Units.

ATTACHMENTS

- A. Supplemental Information
- B. Existing Code Language
- C. Proposed Ordinance Language

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code provides for accessory dwelling units in all single family zones, provided that the accessory unit is attached to the main residence. RM C Section 23.42.020 sets forth specific criteria for all accessory dwelling units. A copy is attached.

PROPOSED AMENDMENTS

The proposed code amendments would provide additional options for property owners who wish to construct accessory dwelling units. Specifically, accessory dwelling units could be either attached or detached to the main residence. Detached units must be built in a manner that is architecturally compatible with the main residence. An additional change is to require that the property owner reside in either the main residence or the accessory dwelling at least six months out of the year. The current code language requires the owner to reside on the property for eight months annually. A third change is to delete an existing requirement that the development services division report annually to the City Council concerning the number of accessory units permitted throughout the City, the distribution of the units, their average size and the number and type of complaints received and enforcement actions undertaken. The full text of the proposed code language is attached.

COMPREHENSIVE PLAN

The following goal and policy statements from the City's Comprehensive Plan are directly related to housing issues:

Land Use Goal 4 – The City will establish a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 1 – The City will provide a balanced distribution of residential uses and densities throughout the urban growth area.

Policy 2 – The City will encourage residential densification through its land use regulations.

Policy 3 – The City will encourage innovated and non-traditional residential development through expanded use of planned unit developments, density bonuses and multi-use developments.

PROCESS

The Commission held informal workshop discussion this past spring to discuss the proposed code amendment to the accessory dwelling unit regulations at the request of the Home Builders Association. Following the public hearing, the Commission has the responsibility of forwarding its recommendation to the City Council. In order for a code amendment to take effect, it has to be adopted by City Council. Code amendments are considered legislative matters, meaning that the Commission and City Council can hold multiple public hearings to consider amendments and are not limited to the single public hearing rules that apply to quasi-judicial matters.

ANALYSIS

The existing code provision allowing accessory dwelling units is one that has been used only infrequently. The provision was added into the code in the mid-1990s in response to a state mandate. Cities over 20,000 in population were required to include provisions for accessory dwelling units. The state at the time was concerned with the increasing cost of housing and accessory dwelling units were seen as a mechanism of providing a form of affordable housing. In Richland very few applications for accessory dwelling units have been submitted.

The proposed change would provide additional flexibility for individuals who are interested in pursuing accessory dwellings. Some existing homes may not be designed to easily accommodate an addition that could house an accessory dwelling. So the proposed amendment that would allow for detached units would provide options to at least some property owners that may not be able to accommodate an accessory dwelling under the current code. The proposed amendment does also contain some provisions to ensure that the accessory dwelling would not result in detrimental impacts to adjoining property owners. The architectural style of the main residence would have to be compatible in the detached accessory unit. Further, detached units would have to be a single story in height.

While the amendment provides for additional flexibility, staff does not believe that the code change will result in a significant increase in accessory dwelling units, at least in the near term. For those few that are interested in this form of housing, it does provide some additional flexibility.

SUMMARY

The proposed amendments to the City's Accessory Dwelling Units (RMC Section 23.42.020) are desirable in providing more flexibility to land owners who wish to develop this form of housing. The criteria included in the code are sufficient to ensure that accessory dwellings would not detrimentally impact existing neighborhoods.

EXISTING CODE LANGUAGE

23.42.020 Accessory apartments.

One accessory apartment per dwelling unit is allowed within all single-family zones and single-family dwellings within the city under the following conditions:

- A. An accessory apartment may be developed in an existing or in a new residence.
- B. Each accessory apartment shall have a kitchen and a bathroom and shall not contain more than two bedrooms.
- C. An accessory apartment must be under the same roof as the dwelling and may not be detached from the dwelling.
- D. An accessory apartment shall not exceed 40 percent of the dwelling's total floor area, and shall not exceed 800 square feet nor be less than 300 square feet.
- E. An accessory apartment must have its own outside entrance and not within the same facade as the main entrance.
- F. Minimum required parking of RMC [23.54.020](#) must be met. An additional parking space for the accessory apartment unit is required.
- G. One unit must be owner-occupied at least eight months of the year.
- H. An accessory apartment permit is required prior to any building permit for alterations or new construction. The permit must be reviewed and approved by applicable city departments.
- I. An accessory apartment, as well as the main dwelling unit, must meet all applicable setbacks, lot coverage and building height requirements.
- J. An accessory apartment must be connected to the utilities (except telephone and television) of the dwelling unit and may not have separate services.
- K. An accessory apartment may have a separate address, provided it is the same as the dwelling with a "B" suffix.
- L. The design and size of an accessory apartment unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes.
- M. Any existing accessory apartment unit, lawfully existing prior to the adoption of the accessory apartment ordinance, may apply for an accessory apartment permit. If the unit does not meet

the current standards, it will be considered a legal nonconforming use subject to the standards of RMC [23.66.040](#).

N. The planning and development services division shall report annually to the council on the number of accessory apartments permitted, the distribution throughout the city, the average size of units, the number and type of complaints and enforcement-related actions. [Ord. 28-05 § 1.02].

PROPOSED CODE LANGUAGE**23.06.020 Accessory apartment unit.**

An “accessory apartment unit” is located within a detached one-family dwelling and is a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation subject to the provisions of RMC [23.42.020](#).

23.42.020 Accessory Dwelling Units.

- A. Accessory apartment units established in conformance with the provisions of this section may be allowed as permitted uses on lots zoned for single-family dwellings. No more than one accessory apartment unit per legal lot is permitted and it must be accessory to a detached single-family residence. A lot occupied by two or more dwellings shall not be permitted an accessory apartment unit.
- B. An accessory apartment unit may be added onto an existing single family residence or constructed in conjunction with a new residence.
- C. Owner Occupancy. Prior to the issuance of a building permit establishing an accessory apartment unit, the property owner shall record a deed restriction with the Benton County auditor's office. The document shall be in a form prescribed by the planning director and include a description of the location and size of the accessory apartment unit and a covenant that one of the dwelling units is, and will continue to be, occupied by the owner of the property as the owner's principal and permanent residence for as long as the other unit is being rented or otherwise occupied. The owner shall maintain residency for at least six (six) months out of the year, and at no time receive rent for, or otherwise allow to be occupied the owner occupied unit when absent the remainder of the year. Falsely certifying owner occupancy shall be considered a violation of the zoning ordinance and is subject to enforcement action.
- D. An accessory apartment unit shall not exceed 40 percent of the primary dwelling's total floor area, and shall not exceed 800 square feet nor be less than 300 square feet.
- E. Each accessory apartment shall have a kitchen and a bathroom and shall not contain more than two bedrooms.
- F. Minimum required parking of RMC [23.54.020](#) must be met. An additional parking space for the accessory apartment unit is required.
- G. An accessory apartment must be connected to the utilities (except telephone and television) of the primary dwelling unit and may not have separate services.
- H. An accessory apartment may have a separate address, provided it is the same as the dwelling with a “B” suffix.
- I. An accessory apartment permit is required prior to any building permit for alterations or new construction. The permit must be reviewed and approved by applicable city departments.
- J. The design and size of an accessory apartment unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes.

- K. Any existing accessory apartment unit, lawfully existing prior to the adoption of the accessory apartment ordinance, may apply for an accessory apartment permit. If the unit does not meet the current standards, it will be considered a legal nonconforming use subject to the standards of RMC [23.66.040](#).
- L. Accessory apartment units that are attached to the primary dwelling shall meet the following criteria:
1. The accessory apartment must be under the same roof as the dwelling and may not be connected only by a breezeway.
 2. An accessory apartment must have its own outside entrance and not within the same facade as the main entrance.
 3. An accessory apartment unit, as well as the primary dwelling unit, must meet all applicable setbacks, lot coverage and building height requirements.
- M. Accessory apartment units that are detached from the primary dwelling shall meet the following criteria:
1. The accessory apartment unit shall be located at least six feet from the primary dwelling unit;
 2. An accessory apartment unit shall conform to requirements for the primary residence, including, but not limited to: lot coverage; front, side and rear yard setbacks; and width of lot at the building line. Maximum building height for a detached accessory apartment unit is fifteen (15) feet and the structure is limited to a single story; provided that the rear setback requirement for an accessory apartment unit may be reduced to fifteen (15) feet, if a solid privacy fence is also erected along the rear property boundary;
 3. The exterior appearance of an accessory apartment unit shall be architecturally compatible with the primary residence. Compatibility includes coordination of architectural style; exterior building materials and color; roof material, form and pitch; window style and placement; other architectural features; and landscaping.
 4. Only one entrance may be located on the front of the house, unless the front of the house already had more than one entrance, or in the case of a detached accessory apartment unit.

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2012-107

PREPARED BY: RICK SIMON
MEETING DATE: DECEMBER 19, 2012

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND Z2012-107

REQUEST: TEXT AMENDMENTS TO SECTION 23.42.020 OF THE
MUNICIPAL CODE CONCERNING ACCESSORY DWELLING
UNITS

LOCATION: CITYWIDE

REASON FOR REQUEST:

The current provisions in the City code concerning accessory dwelling units limit options for landowners. The Home Builders Association has requested that the City consider amendments to its City Code to provide for detached accessory dwelling units.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed amendments to the city's development regulations and submits that:

1. The proposed code amendments to RMC Section 23.42.020 would provide additional flexibility to landowners wishing to add an accessory dwelling unit to their properties in that both attached and detached units would be permissible.
2. The proposed code amendments would relax the standards that require the landowner to reside within either the main residence or the accessory dwelling unit for a minimum of eight months annually to six months annually.
3. Accessory dwelling units are a form of housing that can meet the specific needs of an individual family but are not likely to be employed widely throughout the community, based on the City's history with this form of housing;
4. Accessory dwelling provisions are in keeping with the City's Comprehensive Plan policies, which encourage a variety of housing opportunities;

5. Based upon the above findings and conclusions, the adoption of the City's amendments to Section 23.42.020 of the Richland Municipal Code – Accessory Dwelling Units 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 (Z2012-107) and recommend to the City Council adoption of the proposed amendments to Section 23.42.020 of the Richland Municipal Code – Accessory Dwelling Units.

ATTACHMENTS

- A. Supplemental Information
- B. Proposed Ordinance Language

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code provides for accessory dwelling units in all single family zones, provided that the accessory unit is attached to the main residence. RM C Section 23.42.020 sets forth specific criteria for all accessory dwelling units.

PROPOSED AMENDMENTS

The proposed code amendments would provide additional options for property owners who wish to construct accessory dwelling units. Specifically, accessory dwelling units could be either attached or detached to the main residence. Detached units must be built in a manner that is architecturally compatible with the main residence. An additional change is to require that the property owner reside in either the main residence or the accessory dwelling at least six months out of the year. The current code language requires the owner to reside on the property for eight months annually. A third change is to delete an existing requirement that the development services division report annually to the City Council concerning the number of accessory units permitted throughout the City, the distribution of the units, their average size and the number and type of complaints received and enforcement actions undertaken. The full text of the proposed code language is attached.

COMPREHENSIVE PLAN

The following goal and policy statements from the City's Comprehensive Plan are directly related to housing issues:

Land Use Goal 4 – The City will establish a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 1 – The City will provide a balanced distribution of residential uses and densities throughout the urban growth area.

Policy 2 – The City will encourage residential densification through its land use regulations.

Policy 3 – The City will encourage innovated and non-traditional residential development through expanded use of planned unit developments, density bonuses and multi-use developments.

PROCESS

The Commission held informal workshop discussion this past spring to discuss the proposed code amendment to the accessory dwelling unit regulations at the request of the Home Builders Association. The Commission held a public hearing on November 28th and has continued the hearing until this December meeting. The Commission has the responsibility of forwarding its recommendation to the City Council for their consideration of ordinance adoption. Code amendments are considered legislative matters, meaning that the Commission and City Council can hold multiple public hearings to consider amendments and are not limited to the single public hearing rules that apply to quasi-judicial matters.

ANALYSIS

The existing code provision allowing accessory dwelling units is one that has been used only infrequently. The provision was added into the code in the mid-1990s in response to a state mandate. Cities over 20,000 in population were required to include provisions for accessory dwelling units. The state at the time was concerned with the increasing cost of housing and accessory dwelling units were seen as a mechanism of providing a form of affordable housing. In Richland very few applications for accessory dwelling units have been submitted.

The proposed change would provide additional flexibility for individuals who are interested in pursuing accessory dwellings. Some existing homes may not be designed to easily accommodate an addition that could house an accessory dwelling. So the proposed amendment that would allow for detached units would provide options to at least some property owners that may not be able to accommodate an accessory dwelling under the current code. The proposed amendment does also contain some provisions to ensure that the accessory dwelling would not result in detrimental impacts to adjoining property owners. The architectural style of the main residence would have to be compatible in the detached accessory unit. Further, detached units would have to be a single story in height.

While the amendment provides for additional flexibility, staff does not believe that the code change will result in a significant increase in accessory dwelling units, at least in the near term. For those few that are interested in this form of housing, it does provide some additional flexibility.

SUMMARY

The proposed amendments to the City's Accessory Dwelling Units (RMC Section 23.42.020) are desirable in providing more flexibility to land owners who wish to develop this form of housing. The criteria included in the code are sufficient to ensure that accessory dwellings would not detrimentally impact existing neighborhoods.

Proposed Amendments to Accessory Apartment Code Requirements

December 19, 2012

Existing text is shown in standard type. Deleted language is shown in ~~strike through~~ and new language is shown in underlined italicized type.

23.06.020 Accessory apartment unit.

An “accessory apartment unit” is located within or adjacent to a detached one-family dwelling, located on the same lot and is a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation subject to the provisions of RMC [23.42.020](#).

23.42.020 Accessory apartments.

One accessory apartment per dwelling unit is allowed within all single-family zones and single-family dwellings within the city under the following conditions:

A. Accessory apartment units established in conformance with the provisions of this section may be allowed as permitted uses on lots zoned for single-family dwellings. No more than one accessory apartment unit per legal lot is permitted and it must be accessory to a detached single-family residence. A lot occupied by two or more dwellings shall not be permitted an accessory apartment unit.

~~A. An accessory apartment may be developed in an existing or in a new residence.~~

B. An accessory apartment unit may be added onto an existing single family residence, built adjacent to a single family residence or constructed in conjunction with a new residence.

~~B. C~~ Each accessory apartment shall have a kitchen and a bathroom and shall not contain more than two bedrooms.

~~C. An accessory apartment must be under the same roof as the dwelling and may not be detached from the dwelling.~~

D. An accessory apartment shall not exceed 40 percent of the dwelling’s total floor area, and shall not exceed 800 square feet nor be less than ~~300~~ 200 square feet.

~~E. An accessory apartment must have its own outside entrance and not within the same facade as the main entrance.~~

~~F.~~E. Minimum required parking of RMC [23.54.020](#) must be met. An additional parking space for the accessory apartment unit is required.

~~F.G. One unit must be owner-occupied at least eight months of the year. Prior to the issuance of a building permit establishing an accessory apartment unit, the property owner shall record a deed restriction with the Benton County auditor’s office. The document shall be in a form~~

prescribed by the planning director and include a description of the location and size of the accessory apartment unit and a covenant that one of the dwelling units is, and will continue to be, occupied by the owner of the property as the owner's principal and permanent residence for as long as the other unit is being rented or otherwise occupied. The owner shall maintain residency for at least six (6) months out of the year, and at no time receive rent for, or otherwise allow to be occupied the owner occupied unit when absent the remainder of the year. Falsely certifying owner occupancy shall be considered a violation of the zoning ordinance and is subject to enforcement action.

G.H. An accessory apartment permit is required prior to any building permit for alterations or new construction. The permit must be reviewed and approved by applicable city departments.

~~I.~~ An accessory apartment, as well as the main dwelling unit, must meet all applicable setbacks, lot coverage and building height requirements.

H.J. An accessory apartment must be connected to the utilities (except telephone and television) of the dwelling unit and may not have separate services.

I.K. An attached accessory apartment ~~may~~ shall have a separate address, provided it is the same as the primary dwelling with a "B" suffix. A detached accessory apartment unit shall have a separate address and may be the same as the primary dwelling with a "B" suffix or may have an address number different from that of the primary dwelling.

J.L. The design and size of an accessory apartment unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes.

K.M. Any existing accessory apartment unit, lawfully existing prior to the adoption of the accessory apartment ordinance, may apply for an accessory apartment permit. If the unit does not meet the current standards, it will be considered a legal nonconforming use subject to the standards of RMC [23.66.040](#).

~~N.~~ The planning and development services division shall report annually to the council on the number of accessory apartments permitted, the distribution throughout the city, the average size of units, the number and type of complaints and enforcement-related actions.

L. Accessory apartment units that are attached to the primary dwelling shall meet the following criteria:

1. The accessory apartment must be under the same roof as the dwelling and may not be connected only by a breezeway.
2. An accessory apartment must have its own outside entrance and not within the same facade as the main entrance.

3. An accessory apartment unit, as well as the primary dwelling unit, must meet all applicable setbacks, lot coverage and building height requirements.
4. Only one entrance may be located on the front of the house, unless the front of the house already had more than one entrance.

M. Accessory apartment units that are detached from the primary dwelling shall meet the following criteria:

1. The accessory apartment unit shall be located at least six feet from the primary dwelling unit:
2. An accessory apartment unit shall conform to requirements for the primary residence, including, but not limited to: lot coverage; front, side and rear yard setbacks; and width of lot at the building line. Maximum building height for a detached accessory apartment unit is fifteen (15) feet and the structure is limited to a single story; provided that the rear setback requirement for an accessory apartment unit may be reduced to fifteen (15) feet, if a solid privacy fence is also erected along the rear property boundary;
3. The exterior appearance of an accessory apartment unit shall be architecturally compatible with the primary residence. Compatibility includes coordination of architectural style; exterior building materials and color; roof material, form and pitch; window style and placement; other architectural features; and landscaping.
4. Accessory apartment units that are manufactured off-site are permitted; provided that they meet the following criteria:
 - a. Accessory apartment units shall be set on permanent foundations;
 - b. All accessory apartment units shall be new at the time of installation, not having been previously titled to a retail purchaser and not meeting the definition of a used mobile home as defined in RCW 82.45.032(2);
 - c. A recreational vehicle shall not be used as an accessory apartment unit.



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C4

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: SALE OF 2013 ELECTRIC REVENUE AND REFUNDING BONDS

Department: Administrative Services

Ordinance/Resolution: 06-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give first reading by title only to Ordinance 06-13, Electric Revenue and Refunding Bonds.

Summary:

Over the course of 2012, the Utility Advisory Committee (UAC) has had detailed discussions with Electric Utility staff regarding financial policy and current financial position as well as the utility's budget, capital program and funding, including anticipated bond issuance as outlined in the approved 2013-2017 Capital Improvement Plan (CIP). As a result, revenue bond proceeds in the amount of \$10 million were included in the approved 2013 budget.

After additional evaluation of capital needs, and in keeping with the 2013-2017 CIP, it is anticipated that approximately \$10,441,000 in bond proceeds are needed to support the capital plan for 2013 and 2014, in addition to rate financing and developer contributions. Bonds would be issued for a 30-year term to mirror the expected life of the electric infrastructure being financed. At current rates, the par value of the bonds, selling at a premium, would be approximately \$9,065,000.

In addition to the new money bonds, there is an opportunity to take advantage of historically low interest rates by refunding the utility's 2003 Revenue and Refunding bonds. Anticipated net present value savings from refunding are \$996,523, or approximately 9%, at current interest rates.

This ordinance enables Council to appoint the Administrative Services Director as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions. The parameters are outlined in Section 3.02 of the ordinance.

The ordinance will be brought to Council for approval on February 19, 2013, and the pricing is tentatively scheduled for March 18, 2013.

Fiscal Impact?

☒ Yes ☐ No

First reading of the ordinance will establish the intent to issue Revenue and Refunding bonds. The total par value of the bonds is anticipated to be approximately \$19,795,000. Annual principal and interest payments on the proposed bonds will be funded from operating revenues of the Electric Utility and was anticipated as part of the 2013 budget.

Attachments:

1) Proposed Ordinance

City Manager Approved:

Amundson, Jon
Feb 01, 11:43:35 GMT-0800 2013

CITY OF RICHLAND

ORDINANCE NO. 06-13

AN ORDINANCE relating to the electric utility of the City; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$24,000,000 (1) to provide funds with which to pay the cost of carrying out a plan of additions to and betterments and extensions of the electric utility adopted by Ordinance No. 38-12, as may be amended from time to time, (2) to advance refund the callable portion of the City's outstanding Electric Revenue Bonds, 2003, and Electric Revenue Refunding Bonds, 2003, (3) to make a deposit to the debt service reserve account, and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed: _____, 2013

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

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Exhibit A – Parity Conditions

Exhibit B – Permitted Investments

CITY OF RICHLAND, WASHINGTON

ORDINANCE NO. 06-13

AN ORDINANCE relating to the electric utility of the City; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$24,000,000 (1) to provide funds with which to pay the cost of carrying out a plan of additions to and betterments and extensions of the electric utility adopted by Ordinance No. 38-12, as may be amended from time to time, (2) to advance refund the callable portion of the City's outstanding Electric Revenue Bonds, 2003, and Electric Revenue Refunding Bonds, 2003, (3) to make a deposit to the debt service reserve account, and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

ARTICLE I

DEFINITIONS

Section 1.01 - Definitions. As used in this ordinance the following words shall have the following meanings:

(a) "2003 Bonds" means the Electric Revenue Bonds, 2003, in the original aggregate principal amount of \$13,085,000, authorized to be issued by Ordinance No. 26-03.

(b) "2003 Refunding Bonds" means the Electric Revenue Refunding Bonds, 2003, in the original aggregate principal amount of \$7,725,000, authorized to be issued by Ordinance No. 36-03.

(c) "2007 Bonds" means the Electric Revenue Capital Improvement and Refunding Bonds, 2007, in the original aggregate principal amount of \$25,775,000, authorized to be issued by Ordinance No. 35-06.

(d) "2009 Bonds" means the Electric Revenue Bonds, 2009 (Taxable Build America Bonds – Direct Payment), in the original aggregate principal amount of \$11,200,000, authorized to be issued by Ordinance No. 30-09.

(e) "Acquired Obligations" means those United States Treasury Certificates of Indebtedness, Notes, and Bonds--State and Local Government Series and other direct, noncallable obligations of the United States of America purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(f) “*Annual Debt Service*” means, in any Fiscal Year, the total of principal and interest payable by the City during that Fiscal Year for the then Outstanding bonds of a particular issue or issues (except the principal maturity of Term Bonds) to which the term Annual Debt Service refers, plus the principal of any such bonds subject to a mandatory sinking fund payment or mandatory prior redemption requirement for that year, less all capitalized interest payable that year from such bonds. For so long as the City is relying on the Reserve Security acquired in connection with the issuance of the 1998 Bonds to satisfy a portion of the Reserve Requirement for the Parity Bonds, then, for purposes of and to the extent required under the insurance agreement entered into pursuant to Section 12.02 of Ordinance No. 14-98, Annual Debt Service shall also include “Policy Costs” (as defined in such insurance agreement) and any other reimbursements due and owing on any such Reserve Security. ***After all of the Outstanding 2003 Bonds, 2003 Refunding Bonds and 2007 Bonds are redeemed, refunded or defeased, Annual Debt Service for each Fiscal Year shall be reduced by subtracting the amount scheduled to be received by the City as a Build America Bond Payment in each such Fiscal Year in respect of any bonds issued as Build America Bonds.***

(g) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity.

(h) “*Average Annual Debt Service*” means, in any Fiscal Year, the sum of the remaining Annual Debt Service of the then Outstanding bonds to which the term Average Annual Debt Service refers, divided by the number of years such bonds are scheduled to remain Outstanding.

(i) “*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.

(j) “*Bond Fund*” means the Electric Revenue Refunding Bond Account, 1985, created by Ordinance No. 17-85 for the purpose of paying and securing the payment of the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(k) “*Bond Insurer*” means, with respect to any particular issue of Parity Bonds, a provider of bond insurance guaranteeing the payment of principal of and interest on such Parity Bonds.

(l) “*Bond Purchase Agreement*” means an offer to purchase the Bonds, or a Series of Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of that Series of Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

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

(n) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(o) “*Bonds*” means the electric utility revenue bonds of the City issued pursuant to and for the purposes provided in this ordinance in one or more series and with such additional series and other designation as the Designated Representative may deem appropriate.

(p) “*Build America Bond*” means any bond that is designated by the City as a build America bond, pursuant to Section 54AA of the Code, and which is further designated by the City as a “qualified bond” with respect to which the City is eligible to receive a tax credit payable by the United States Treasury to the City under Section 6431 of the Code.

(q) “*Build America Bond Payments*” means those amounts which the City is entitled to receive from the United States Treasury in respect of any bonds issued as Build America Bonds.

(r) “*City*” means the City of Richland, Washington, a duly organized and legally existing charter city of the first class under the laws of the State.

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

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

(u) “*Contract Resource Obligation*” means an obligation of the City to make payments to another person or entity for electric energy supply, transmission or other commodity or service relating to the Electric Utility, which obligation is designated as a Contract Resource Obligation for purposes of Section 9.03 of this ordinance.

(v) “*Coverage Requirement*” means that, in any Fiscal Year, Net Revenue of the Electric Utility must be at least equal to 1.25 times the Annual Debt Service due in that Fiscal Year on all Parity Bonds then Outstanding.

(w) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(x) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(y) “*Electric Utility*” means the municipal electric system of the City as the same may be added to, bettered, improved and extended for as long as any of the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds are Outstanding.

(z) “*Final Terms*” means the terms and conditions for the sale of a Series of Bonds including, but not limited to the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes), and other terms or covenants.

(aa) “*Finance Manager*” means the person who holds the office or has the official responsibilities of Finance Manager of the City or successor office.

(bb) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

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

(dd) “*Future Parity Bonds*” means any and all revenue bonds of the City issued after the date of the issuance of the Bonds, the payment of the principal of and interest on which constitutes a lien and charge upon the Net Revenue of the Electric Utility on a parity with the lien and charge of the Outstanding Parity Bonds and the Bonds.

(ee) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(ff) “*Gross Revenue of the Electric Utility*” or “*Gross Revenue*” means all of the earnings and revenues of any kind or nature received by the City from the operation and maintenance of the Electric Utility, except utility local improvement district assessments, taxes, grants from the federal, state or local governments, gifts to the Electric Utility for capital purposes, proceeds from the sale of City or Electric Utility property, proceeds of City or Electric Utility obligations and earnings or proceeds from any investments in any trust, defeasance or escrow fund created to defease or refund Electric Utility obligations until commingled with other earnings and revenues of the Electric Utility.

(gg) “*Issue Date*” means, with respect to any Series of Bonds, the date of initial issuance and delivery of such Series to the Underwriter in exchange for the purchase price of such Series.

(hh) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and the Securities Depository dated February 2, 1998, as it may be amended from time to time, or any successor or substitute letter relating to the operational procedures of the Securities Depository.

(ii) “*MSRB*” means the Municipal Securities Rulemaking Board.

(jj) “*Maximum Annual Debt Service*” means, in any Fiscal Year, the maximum amount of Annual Debt Service which shall become due in any future Fiscal Year on any bonds to which the term Maximum Annual Debt Service refers.

(kk) “*Net Revenue of the Electric Utility*” or “*Net Revenue*” means Gross Revenue of the Electric Utility less Operation and Maintenance Expenses. Net Revenue also shall include withdrawals from the Rate Stabilization Account and shall exclude deposits into the Rate Stabilization Account.

(ll) “*Operation and Maintenance Expenses*” means all reasonable expenses incurred by the City in causing the Electric Utility to be operated and maintained in good repair, working order and condition, all payments made to another person or agency for acquisition of electric energy, but excluding depreciation, payments on contracts for the acquisition of electric energy or capability under which no energy has been furnished to the City, the City utility occupation tax and any other City imposed utility taxes or payments in lieu of taxes. ***After all of the Outstanding 2003 Bonds and Outstanding 2003 Refunding Bonds are fully redeemed, refunded or defeased, the definition of “Operation and Maintenance Expenses” shall read as follows:*** “*Operation and Maintenance Expenses*” means all reasonable expenses incurred by the City in causing the Electric Utility to be operated and maintained in good repair, working order and condition, payments due under Contract Resource Obligations (to the extent that the requirements in Section 9.03 of this ordinance are met), all payments made to another person or agency for acquisition of electric energy, but excluding depreciation, payments on contracts for the acquisition of electric energy or capability under which no energy has been furnished to the City (other than payments under Contract Resource Obligations), the City utility occupation tax and any other City imposed utility taxes or payments in lieu of taxes.

(mm) “*Outstanding*” when used with reference to any bonds or other obligations means, at any particular date, the aggregate of all such bonds or other obligations properly delivered (with respect to the Bonds, authenticated and delivered under this ordinance) except for:

- (1) those cancelled at or prior to such date or delivered to or held by the Fiscal Agent at or prior to such date for cancellation;
- (2) those deemed to be paid in accordance with Section 13.01 of this ordinance or any comparable section of another ordinance authorizing the refunding or defeasance of other bonds or such other obligations;
- (3) those in lieu of or in exchange or substitution for which other bonds or such other obligations shall have been authenticated and delivered pursuant to their authorizing ordinance, unless such bonds or other obligations are held by a bona fide holder in due course; and
- (4) those which have matured or have been duly called for redemption and have not been presented for payment, and the City has sufficient money on hand to pay and redeem the same on such maturity or call dates.

(nn) “*Outstanding Parity Bonds*” means the Outstanding 2003 Bonds, the Outstanding 2003 Refunding Bonds, the Outstanding 2007 Bonds and the Outstanding 2009 Bonds. Following the issuance of the Bonds to carry out the Refunding Plans, Outstanding Parity Bonds shall not include the Refunded Bonds.

(oo) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(pp) “*Parity Conditions*” means the conditions for issuing Future Parity Bonds set forth in Exhibit A to this Ordinance, which is incorporated herein by this reference.

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

(rr) “*Permitted Investments*” means, to the extent that the same are legal for the investment of money of the City, those investments set forth on the list attached as Exhibit B. Unless expressly provided, stripped securities are permitted only if they have been stripped by the agency itself. ***After all of the Outstanding 2003 Bonds and Outstanding 2003 Refunding Bonds are fully redeemed, refunded or defeased, the definition of “Permitted Investments” shall read as follows: “Permitted Investments” means any investment that is a legal investment for the money of the City at the time of such investment.***

(ss) “*Plan of Additions*” means the system or plan of additions and betterments to and extensions of the Electric Utility pursuant to the 2013-2017 Capital Facilities Plan specified, adopted and ordered to be carried out by Ordinance No. 38-12, as such plan may be amended from time to time.

(tt) “*Principal and Interest Account*” means the subaccount of that name created in the Bond Fund by Ordinance No. 17-85 for the payment of the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(uu) “*Rate Stabilization Account*” means the Electric Rate Stabilization Account authorized to be created and established pursuant to Ordinance No. 26-03.

(vv) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(ww) “*RCW*” means the Revised Code of Washington.

(xx) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 3.04.

(yy) “*Redemption Date*” means the date fixed for redemption of the Refunded Bonds.

(zz) “*Refunded Bond Ordinance*” means Ordinance No. 26-03 with respect to the Refunded 2003 Bonds and Ordinance No. 36-03 with respect to the Refunded 2003 Refunding Bonds.

(aaa) “*Refunded Bonds*” means, collectively, the Refunded 2003 Bonds and the Refunded 2003 Refunding Bonds.

(bbb) “*Refunded 2003 Bonds*” means the outstanding \$10,205,000 aggregate principal amount of the 2003 Bonds maturing on November 1 of each of the years 2014 through 2023, inclusive, and 2033 and bearing interest rates ranging from 3.625% to 4.75%, or any portion thereof included in the Tax-Exempt Refunding Plan by the Designated Representative.

(ccc) “*Refunded 2003 Refunding Bonds*” means the outstanding \$875,000 aggregate principal amount of the 2003 Refunding Bonds maturing on November 1 of each of the years 2019 and 2020 and bearing interest at the rates of 4.75% and 4.85%, respectively, or any portion thereof included in the Taxable Refunding Plan by the Designated Representative.

(ddd) “*Refunding Plans*” means, collectively, the Taxable Refunding Plan and the Tax-Exempt Refunding Plan.

(eee) “*Refunding Trust Agreement*” means the Refunding Trust Agreement between the City and the Refunding Trustee in a form consistent with the provisions of this ordinance.

(fff) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(ggg) “*Reserve Account*” means the subaccount of that name created in the Bond Fund by Ordinance No. 17-85 for the purpose of securing the payment of the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(hhh) “*Reserve Insurer*” means, for the Outstanding 2003 Bonds and the Outstanding 2003 Refunding Bonds, Financial Security Assurance Inc., of New York, New York, and for the Outstanding 2007 Bonds, Ambac Assurance Corporation of New York, New York, and any provider of a Reserve Security with respect to an issue of Future Parity Bonds.

(iii) “*Reserve Requirement*” means (1) an amount in cash or investments equal to the least of Maximum Annual Debt Service, 1.25 times Average Annual Debt Service, or 10% of the issue price of the bonds to which the term applies, or (2) Reserve Securities bearing an aggregate face amount equal to Maximum Annual Debt Service for any year with respect to all Parity Bonds then Outstanding, less the amount of cash or investments on deposit in the Reserve Account. ***After all of the Outstanding 2003***

Bonds, the Outstanding 2003 Refunding Bonds, and the Outstanding 2007 Bonds are fully redeemed, refunded or defeased, this definition shall be replaced by the following: “Reserve Requirement” means, as of any date of calculation, the lesser of Maximum Annual Debt Service on the outstanding Parity Bonds secured by the Reserve Account or 125% of Average Annual Debt Service on the outstanding Parity Bonds secured by the Reserve Account, but at no time shall the Reserve Requirement exceed 10% of the original proceeds of the Parity Bonds secured by the Reserve Account.

(jjj) “Reserve Security” means a surety bond or policy of insurance, obtained in lieu of cash and investments for deposit into the Reserve Account, having a stated amount equal to part or all of the Reserve Requirement for the Parity Bonds for which such surety bond or reserve insurance policy is obtained. For so long as the bond insurance policy with respect to the 2009 Bonds is in effect, unless otherwise consented to by Assured Guaranty Corp., or its successor, the City shall not be permitted to fund future deposits to the Reserve Account with any Reserve Security provided by a Reserve Insurer which does not have assigned a credit rating at the time of issuance of such instrument in the highest rating category of each Rating Agency (without regard to any gradations within a rating category).

(kkk) “Rule 15c2-12” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(lll) “SEC” means the United States Securities and Exchange Commission.

(mmm) “Securities Depository” means DTC, any successor thereto, any substitute securities depository selected by the City, or the nominee of any of the foregoing. Any Securities Depository must be qualified under applicable laws and regulations to provide the services proposed to be provided by it.

(nnn) “Series of Bonds” or “Series” means a series of Bonds issued pursuant to this ordinance.

(ooo) “State” means the State of Washington.

(ppp) “System of Registration” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(qqq) “Subordinate Bonds” means any electric revenue bonds or other obligations of the City having a charge and lien on the Net Revenue subordinate to the charges and lien on the Net Revenue of the Parity Bonds.

(rrr) “System of Registration” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(sss) “Taxable Refunding Plan” means (as further described in the Refunding Trust Agreement):

- (1) the placement of sufficient proceeds of the Taxable Bonds which, together with other money of the City, if necessary, will acquire the Acquired Obligations to be deposited, with cash, if necessary, with the Refunding Trustee;
- (2) the application of the principal of and interest on those Acquired Obligations (and any other cash balance) to the call, payment and redemption of the Refunded 2003 Refunding Bonds on the Redemption Date at a price of par plus any accrued interest; and
- (3) the payment of the costs of issuing the Taxable Bonds and the costs of carrying out the foregoing elements of the Taxable Refunding Plan.

(ttt) “*Tax-Exempt Refunding Plan*” means (as further described in the Refunding Trust Agreement):

- (1) the placement of sufficient proceeds of the Tax-Exempt Bonds which, together with other money of the City, if necessary, will acquire the Acquired Obligations to be deposited, with cash, if necessary, with the Refunding Trustee;
- (2) the application of the principal of and interest on those Acquired Obligations (and any other cash balance) to the call, payment and redemption of the Refunded 2003 Bonds on the Redemption Date at a price of par plus any accrued interest; and
- (3) the payment of the costs of issuing the Tax-Exempt Bonds and the costs of carrying out the foregoing elements of the Tax-Exempt Refunding Plan.

(uuu) “*Term Bonds*” means those Outstanding bonds of any single issue or series designated as such in the ordinance authorizing their issuance or sale and which are subject to mandatory redemption prior to maturity or for which either mandatory sinking fund payments or mandatory prior redemption requirements are provided.

(vvv) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 11.01 of this ordinance.

(www) “*Underwriter*” means Seattle-Northwest Securities Corporation of Seattle, Washington, or such other purchaser of the Bonds whose offer is accepted by the Designated Representative in accordance with this ordinance.

ARTICLE II

FINDINGS AND DETERMINATIONS

Section 2.01 - Background.

(a) The City now owns and operates a municipal electric system of the City (the "Electric Utility").

(b) Pursuant to Ordinance No. 17-85, the City issued and sold its Electric Revenue Refunding Bonds, 1985 (the "1985 Bonds") (all of which have been paid and retired), to provide part of the funds to advance refund, pay, redeem and retire all then outstanding revenue obligations payable from the Gross Revenue of the City's Electric Utility after payment of the Operation and Maintenance Expenses ("Net Revenue"), and reserved the right to issue electric revenue bonds having a lien and charge on the Net Revenue of the Electric Utility on a parity with the lien and charge upon such Net Revenue of the 1985 Bonds for the payment of principal thereof and interest thereon if the Parity Conditions are met and complied with.

(c) The Outstanding Parity Bonds are the only obligations outstanding payable from the Net Revenue of the City's Electric Utility.

(d) Pursuant to Ordinance No. 26.03, the City issued the 2003 Bonds for the purpose of financing a plan of additions to the Electric Utility and reserved the right to redeem the 2003 Bonds prior to their maturity at any time on or after November 1, 2013, at a price of par plus accrued interest to the date fixed for redemption. There is presently outstanding \$10,205,000 aggregate principal amount of the 2003 Bonds maturing on November 1 of each of the years 2014 through 2023, inclusive, and 2033, and bearing interest ranging from 3.625% to 4.75%.

(e) Pursuant to Ordinance No. 36-03, the City issued the 2003 Refunding Bonds for the purpose of refunding the City's outstanding Electric Improvement and Refunding Revenue Bonds, 1993, Series B, and reserved the right to redeem the 2003 Refunding Bonds prior to their maturity at any time on or after November 1, 2013, at a price of par plus accrued interest to the date fixed for redemption. There is presently outstanding \$875,000 aggregate principal amount of the 2003 Refunding Bonds maturing on November 1 of each of the years 2019 and 2020 and bearing interest at the rate of 4.75% and 4.85%, respectively.

(f) After due consideration, it appears to the City Council that in order to realize a debt service savings to the City and its ratepayers, it is in the City's best interest to carry out the Refunding Plans.

Section 2.02 - Issuance of Bonds. For the purpose of providing the funds necessary to pay the cost of carrying out the Plan of Additions and the Refunding Plans and to provide for the Reserve Requirement, the City Council finds that it is in the best interests of the City and its ratepayers to issue and sell the Bonds in one or more series

to the Underwriter pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 2.03 - Sufficiency of Gross Revenue. The City Council finds and determines that the Gross Revenue of the Electric Utility will be sufficient, in the judgment of the City Council, to meet all Operation and Maintenance Expenses, to make all necessary repairs, replacements and renewals, and to permit the setting aside from Net Revenue into the Bond Fund of such amounts as may be required to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds as the same become due. The City Council declares that in fixing the amounts to be paid into the Bond Fund it has exercised due regard for Operation and Maintenance Expenses (and cost of maintenance and operation under RCW 35.92.100) and the debt service requirements of the Outstanding Parity Bonds, and that it has not obligated the City to set aside and pay into the Bond Fund a greater amount of the Net Revenue of the Electric Utility than in its judgment will be available for such purpose.

Section 2.04 - Satisfaction of Parity Conditions. The City Council finds and declares that no default exists in the payment of the principal of and interest on any Outstanding electric revenue bonds of the City, and that the amounts required to have been paid into the Bond Fund for the Outstanding Parity Bonds have been paid and maintained as required therein, and that all other conditions set forth in the Parity Conditions will have been met and satisfied before the Bonds are delivered to the initial purchaser.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 - Authorization of Bonds. For the purpose of providing funds with which to carry out the Plan of Additions, carry out the Refunding Plans, fund a portion of the reserve for the Bonds, and pay the costs of issuance of the Bonds, the City shall issue and sell electric revenue bonds in one or more series in the aggregate principal amount of not to exceed \$24,000,000.

Section 3.02 - Description of the Bonds; Appointment of Designated Representative. The Administrative Services Director is appointed as the City's Designated Representative and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as he or she deems advisable, within the following parameters:

(a) *Principal Amount.* The Bonds shall not exceed the aggregate principal amount of \$24,000,000, and may be issued as either taxable or tax-exempt obligations.

(b) *Date or Dates.* Each Series of Bonds shall be dated as of its date of delivery to the Underwriter, which date may not be later than December 31, 2013.

(c) *Denominations, Series Designation, etc.* The Bonds must be issued in Authorized Denominations, shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.

(d) *Interest Rate(s).* The Bonds shall bear interest at fixed rates per annum (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent interest payment date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. However, no rate of interest for any Bond Series issued on a tax-exempt basis may exceed 6.00%, and the “all-in” true interest cost to the City for such Series may not exceed 5.00%, and no rate of interest for any Bond Series issued on a taxable basis may exceed 5.00%, and the “all-in” true interest cost to the City for such Series may not exceed 5.00%.

(e) *Payment Dates.* Interest must be payable semiannually on each May 1 and November 1 (or such other semiannual dates as the Designated Representative deems necessary or convenient), commencing no earlier than November 1, 2013. Principal payments must be payable at maturity or in mandatory redemption installments, commencing no earlier than November 1, 2013, on such interest payment dates as are acceptable to the Designated Representative.

(f) *Final Maturity.* The Bonds shall mature no later than 31 years following their Issue Date.

(g) *Redemption Rights.* In his or her discretion, the Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, as follows:

- (1) Optional Redemption. Any Bond or Series of Bonds may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is designated as subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.
- (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) *Price.* The purchase price for any Series issued on a tax-exempt basis may not be less than 98% or more than 125% of the stated principal amount of that Series. The purchase price for any Series issued on a taxable basis may not be less than 98% or more than 105% of the stated principal amount of that Series.

(i) *The Refunding Plans.* The Designated Representative shall have the authority described in Article VII with respect to authorizing the refunding and carrying out the Refunding Plans. The refunding of the Refunded Bonds shall produce net present value savings equal to at least 3.00% of the principal amount of the Bonds.

(j) *Other Terms and Conditions.* The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

Section 3.03 - Payment of Bonds. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For as long as a Bond is registered in the name of the Securities Depository, payment of principal of and interest on that Bond shall be made in the manner set forth in the Letter of Representations. If a Bond ceases to be in book-entry form, interest on that Bond shall be paid by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register as of the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received at least 10 days before an interest payment date and at the sole expense of the requesting Registered Owner. Principal of a Bond shall be payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances. The Bonds shall be payable solely out of the Bond Fund and shall not be general obligations of the City.

Section 3.04 - Redemption Provisions.

(a) *Optional Redemption.* The Bonds shall be subject to optional redemption or terms acceptable to the Designated Representative, within the parameters set forth in Section 3.02(g). Any Bond that is subject to optional redemption may be selected by the City, in its sole discretion, for redemption in whole or in part at any time at which redemption is permitted as set forth in the Bond Purchase Agreement.

(b) *Mandatory Redemption.* Bonds designated as Term Bonds by the Designated Representative, within the parameters set forth in Section 3.02(g), if not previously redeemed under any optional redemption provisions, defeased or purchased and surrendered for cancellation under the provisions set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the redemption dates and in the redemption amounts as set forth in the Bond Purchase Agreement. If Term Bonds are redeemed under the optional redemption provisions, defeased or purchased by the City and cancelled, the principal amount of the Term Bonds so redeemed, defeased or purchased (irrespective of their actual redemption or purchase prices) shall be credited against one or more scheduled mandatory redemption amounts for those Term Bonds. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in

writing of its allocation prior to the earliest mandatory redemption date for that maturity of Term Bonds for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* All or a portion of the principal amount of any Bond that is subject to optional or mandatory redemption may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount remaining unredeemed. The principal portion of any Bond registered in the name of the Securities Depository which is to be partially redeemed shall be selected in accordance with the Letter of Representations. If a Bond ceases to be held in book-entry form, the portion to be partially redeemed shall be selected randomly in such manner as the Bond Registrar shall determine.

(d) *Notice of Redemption.* While a Bond is registered in the name of the Securities Depository, notice of redemption shall be given as required in accordance with the Letter of Representations. If a Bond ceases to be held in book-entry form, unless waived by the Registered Owner of the Bond to be redeemed, the City shall cause notice of an intended redemption of Bonds to be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of each Bond to be redeemed at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner of any Bond. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Manager shall determine, but these additional mailings shall not be a condition precedent to the redemption of a Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the optional redemption of those Bonds by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and a Bond for which a notice of optional redemption has been rescinded shall remain Outstanding.

(f) *Effect of Redemption.* Interest on Bonds called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund (or in an escrow account established to carry out a refunding or defeasance of the redeemed Bonds, if any).

(g) *Open Market Purchase.* The City reserves the right to purchase any or all of the Bonds in the open market at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 3.05 - Failure To Pay Bonds. If any Bond is not redeemed when properly presented at its maturity date or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

ARTICLE IV

FORM AND REGISTRATION

Section 4.01 - Form of Bonds; Signatures and Seal. The Bonds shall be prepared in a form consistent with the provisions of this ordinance and State law. The Bonds shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

Section 4.02 - Authentication. Only Bonds bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate Of Authentication. This Bond is one of the fully registered City of Richland, Washington, [Name of Series]." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 4.03 - Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* The Bonds shall be issued only in registered form as to both principal and interest and shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as Bond Registrar for the Bonds. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City

at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner of a Bond with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Beneficial Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of the Registered Owner of each Bond and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. Bonds may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Form.* The Bonds initially shall be registered in the name of Cede & Co., as the nominee of DTC, acting as Securities Depository. Bonds so registered shall be held fully immobilized in book-entry form by DTC in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond (or portion of a Bond) held in book-entry form may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City or such substitute Securities Depository's successor; or (iii) to any person if the Bond is no longer held in book-entry form. Upon the resignation of the Securities Depository from its functions as depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) a Securities Depository resigns from its functions as depository, and no substitute Securities Depository can be obtained, or (ii) the City determines that a Bond is to be in certificated form, such Bond no longer shall be held in book-entry form and the ownership of such Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice which is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

ARTICLE V

CREATION OF SPECIAL FUNDS AND ACCOUNTS AND PAYMENT THEREFROM

Section 5.01 - Bond Fund. There has been created a special fund or account within the Electric Utility Fund in the office of the Finance Manager designated the Electric Revenue Refunding Bond Account, 1985 (herein defined as the "Bond Fund"), which is divided into two subaccounts, the Principal and Interest Account and the Reserve Account. The City may create sinking fund subaccounts or other subaccounts in the Bond Fund for the payment or securing of the Outstanding Parity Bonds, the Bonds or Future Parity Bonds as long as the maintenance of such subaccounts does not conflict with the rights of the owners of any such Outstanding bonds.

In addition to the required deposits for the Outstanding Parity Bonds and any Future Parity Bonds, so long as any of the Bonds are Outstanding, the Finance Manager shall set aside and pay into the Bond Fund out of the Net Revenue, a fixed amount without regard to any fixed proportion, as follows:

(a) *Principal and Interest Account*. Into the Principal and Interest Account, on or before each debt service payment date, an amount sufficient (together with other money then on deposit, including investment earnings retained therein) to pay the principal and interest to become due on the Bonds (including required amounts for mandatory redemption or sinking funds created with respect to the Bonds) on that debt service payment date. If there is a deficiency in the Principal and Interest Account to meet payments of either principal or interest, as the case may be, such deficiency shall be made up from the Reserve Account by the withdrawal of cash therefrom and, after all cash has been depleted, then by draws on any Reserve Security then on deposit in the Reserve Account.

(b) *Reserve Account*. Into the Reserve Account, amounts required (if any) to be deposited therein to satisfy the Reserve Requirement pursuant to the terms of the ordinance authorizing any Outstanding issue of Parity Bonds, and either:

- (1) on the date of issue, and thereafter in approximately equal monthly installments an amount which, together with other money and Reserve Securities on deposit therein, will equal the Reserve Requirement for the Outstanding Parity Bonds and the Bonds, which additional amount shall be accumulated by no later than five years from the date of issue of the Bonds; or
- (2) one or more Reserve Securities the value of which, together with any amount deposited under subsection (1), above, are equal to the Reserve Requirement for the outstanding Parity Bonds.

Except for withdrawals authorized in this section, the City shall maintain the Reserve Account at the Reserve Requirement for all outstanding Parity Bonds. Any deficiency

created in the Reserve Account by reason of any such a withdrawal shall be made up from the Net Revenue first available after making necessary provision for the required payments into the Principal and Interest Account. However, to the extent required under the applicable Reserve Security policy, the Reserve Insurer with respect to a Reserve Security that has been drawn upon shall be reimbursed first, before available cash is used to restore the remaining balance of the Reserve Requirement. The money held in the Reserve Account necessary to meet the Reserve Requirement shall otherwise be held intact. Amounts on deposit in the Reserve Account that are determined to be in excess of the Reserve Requirement shall be deposited in the Principal and Interest Account or into a Rebate Account, to the extent required under the Code. The City may, in an ordinance authorizing the issuance of any Future Parity Bonds, establish such subaccounts within the Reserve Account as may be necessary to provide for separately funding the Reserve Requirement for any issue of Future Parity Bonds.

When the total amount in the Bond Fund shall equal the total amount of principal and interest for all Parity Bonds then Outstanding to the last maturity thereof, no further payment need be made into the Bond Fund and the amounts in the Reserve Account shall be deposited in the Principal and Interest Account to be applied against the last Parity Bonds Outstanding.

If the City fails to set aside and pay in to the Bond Fund the amounts set forth above, or fails to pay the principal of and interest on the Bonds when due, in accordance with this ordinance, the owner of any of the Outstanding Parity Bonds may bring action against the City to compel the setting aside and payment of the amounts required.

Section 5.02 - Investment of Money in Bond Fund. All money in the Bond Fund may be kept in cash or invested in Permitted Investments, as follows:

(a) *Principal and Interest Account.* Investments held in the Principal and Interest Account shall have a maturity date not later than the date when needed to make timely payments of principal and/or interest. Income from investments in the Principal and Interest Account shall be deposited in that account.

(b) *Reserve Account.* Investments held in the Reserve Account shall have an average aggregate weighted term to maturity of five years. Income from investments in the Reserve Account shall be deposited in that account until the amount therein is equal to the Reserve Requirement of all Outstanding bonds payable from the Bond Fund.

In no event shall any money in the Bond Fund or any other money reasonably expected to be used to pay principal of and/or interest on the Bonds be invested at a yield or used in any manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and applicable regulations thereunder. Notwithstanding the provision for the deposit of earnings below, any earnings that are subject to a federal tax or rebate requirement may be withdrawn from the Bond Fund for deposit in a Rebate Account as described in Section 5.03.

Section 5.03 - Rebate Account. The Finance Manager is authorized to establish and maintain a special fund or account for the purpose of complying with the covenants set forth in Section 10.01 herein relating to arbitrage rebate requirements. All earnings from the investment of Bond proceeds, or money treated as Bond proceeds under the Code, including money in the Reserve Account and allocated to the Bonds, in excess of the earnings invested at the yield on the Bonds determined under the Code, shall be deposited in such fund or account, and any earnings therefrom shall be retained therein until required by the Code to be paid to the United States government or until it shall be determined that such money is not required to be so paid. Such fund or account shall be a trust fund established for the benefit of the United States government.

Section 5.04 - Rate Stabilization Account. The Finance Manager may, at any time consistent with the flow of funds set forth in Section 9.02 of this ordinance, deposit Net Revenue (and any other money received by the Electric Utility and available to be used therefor, excluding principal proceeds of any Future Parity Bonds or other borrowing) into the Rate Stabilization Account. The City may, upon authorization by ordinance, at any time withdraw money from the Rate Stabilization Account for inclusion in the Net Revenue for the current Fiscal Year of the Electric Utility, except that the total amount withdrawn from the Rate Stabilization Account in any Fiscal Year of the Electric Utility may not exceed an amount equal to the total debt service of the Electric Utility in that year. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the Fiscal Year for which the deposit or withdrawal will be included as Net Revenue for that Fiscal Year.

Earnings from investments in the Rate Stabilization Account shall be deposited in that account and shall not be included as Net Revenue of the Electric Utility unless and until withdrawn from that account as provided herein. The City also may deposit its earnings from investments in the Rate Stabilization Account into any Electric Utility fund or account as authorized by ordinance, and such deposits shall be included as Net Revenue in the year of deposit.

No deposit of Net Revenue of the Electric Utility shall be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant Fiscal Year.

Section 5.05 - Lien Position of Bonds; Pledge. The Net Revenue of the Electric Utility and all money and investments in the Bond Fund are pledged for the payment of the Parity Bonds. This pledge constitutes a lien and charge upon the Gross Revenue of the Electric Utility, subject only to the prior payment of Operation and Maintenance Expenses; and constitutes a lien and charge upon the Net Revenue of the Electric Utility prior and superior to any other liens and charges whatsoever.

Section 5.06 - Bonds Not General Obligation. The Bonds shall not be or constitute a general obligation or a pledge of the faith, credit or taxing power of the City, the State of Washington or any political subdivision thereof or a lien upon any property owned by or situated within the City or the Electric Utility, except as provided in this ordinance. The owners of the Bonds never shall have the right to require or compel the

City, the State of Washington or any political subdivision thereof to levy any tax to pay the principal of or premium, if any, or interest on the Bonds. No covenant or agreement contained in this ordinance shall be deemed to be a covenant or agreement of any member of the City Council, official, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

ARTICLE VI

USE OF BOND PROCEEDS

Section 6.01 - Taxable Bond Proceeds. On the Issue Date, proceeds of the Taxable Bonds allocable to the Taxable Refunding Plans shall be deposited with the Refunding Trustee in accordance with Section 7.02 of this ordinance and (b) if required and determined by the Designated Representative, proceeds of the Taxable Bonds may be deposited in the Reserve Account to satisfy a portion of the Reserve Requirement. Proceeds allocated to the payment of costs of issuance of the Taxable Bonds shall be deposited with the Refunding Trustee.

Section 6.02 - Tax-Exempt Bond Proceeds. On the Issue Date, proceeds of the Tax-Exempt Bonds received by the City that are allocable to the financing of the Plan of Additions shall be deposited in the appropriate accounts of the Electric Utility Fund previously created in the office of the Finance Manager and used to pay costs of carrying out the Plan of Additions. Proceeds of the Tax-Exempt Bonds allocable to the Tax-Exempt Refunding Plans shall be deposited with the Refunding Trustee in accordance with Section 7.02 of this ordinance. As required and determined by the Designated Representative, proceeds of the Tax-Exempt Bonds may be deposited in the Reserve Account to satisfy a portion of the Reserve Requirement. Proceeds allocated to the payment of costs of issuance of the Tax-Exempt Bonds shall be deposited with the Refunding Trustee.

ARTICLE VII

REFUNDING OF THE REFUNDED BONDS

Section 7.01 - Appointment of Refunding Trustee. The Designated Representative is authorized and directed to appoint an entity to serve as Refunding Trustee, which entity shall be qualified to perform the duties of Refunding Trustee under this ordinance.

Section 7.02 - Use of Bond Proceeds for Refunding Plans; Acquisition of Acquired Obligations. All of the proceeds of the sale of the Bonds allocated to the Refunding Plans shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds under the Refunded Bond Ordinances by providing for the payment of the amounts required to be paid by the Refunding Plans. To the extent practicable,

such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amounts required to be paid by the Refunding Plans. The Acquired Obligations shall be listed and more particularly described in an exhibit attached to the Refunding Trust Agreement, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to purchase the Acquired Obligations and provide a beginning cash balance, if any, and pay the costs of issuance of the Bonds shall be returned to the City at the time of delivery of the Bonds to the Underwriter for deposit in the Principal and Interest Account to pay interest on the Bonds on the first interest payment date.

Section 7.03 - Substitution of Acquired Obligations. Prior to the purchase of any Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute other direct, noncallable obligations of the United States of America ("Substitute Obligations") for any of the Acquired Obligations and to use any savings created thereby for any lawful City purpose if, (a) in the opinion of Bond Counsel the interest on the Tax-Exempt Bonds and the Refunded 2003 Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code, and (b) such substitution shall not impair the timely payment of the amounts required to be paid by the Refunding Plans, as verified by a nationally recognized independent certified public accounting firm.

After the purchase of the Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute therefor cash or Substitute Obligations subject to the conditions that such cash or Substitute Obligations held by the Refunding Trustee shall be sufficient to carry out the Refunding Plans, that such substitution will not cause the Tax-Exempt Bonds and the Refunded 2003 Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the Issue Date, and that the City obtain, at its expense: (1) verification by a nationally recognized independent certified public accounting firm acceptable to the Refunding Trustee confirming that the payments of principal of and interest on the Substitute Obligations, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the Refunding Plans; and (2) an opinion from Bond Counsel to the effect that the disposition and substitution or purchase of such Substitute Obligations, under the statutes, rules and regulations then in force and applicable to the Tax-Exempt Bonds and the Refunded 2003 Bonds, will not cause the interest on the Tax-Exempt Bonds or the Refunded 2003 Bonds to be included in gross income for federal income tax purposes and that such disposition and substitution or purchase is in compliance with the statutes and regulations applicable to the Tax-Exempt Bonds and the Refunded 2003 Bonds. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful City purpose.

Section 7.04 - Administration of Refunding Plans. The Refunding Trustee is authorized and directed to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plans from the Acquired Obligations (or Substitute Obligations) and money deposited with the Refunding Trustee pursuant to this ordinance. All Acquired Obligations (or Substitute Obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the Refunded Bond Ordinances, this ordinance, chapter 39.53 RCW and other applicable statutes of the State and the Refunding Trust Agreement. All necessary and proper fees, compensation and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the refunding of the Refunded Bonds and costs related to the issuance and delivery of the Bonds, including bond printing, verification fees, bond counsel's fees and other related expenses, shall be paid out of the proceeds of the Bonds.

Section 7.05 - Authorization for Refunding Trust Agreement. To carry out the Refunding Plans provided for by this ordinance, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation and expenses of such Refunding Trustee set forth therein are satisfactory to the Refunding Trustee.

Section 7.06 - Call for Redemption of the Refunded Bonds. The Designated Representative is authorized to call, on behalf of the City, the Refunded Bonds for redemption on their Redemption Date in accordance with the Refunded Bond Ordinances and this ordinance. In addition to such other information as may be necessary or convenient, the call for redemption shall specify the name of the Refunded Bonds being called, their maturity dates, their Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Underwriter. The proper officials of the City are authorized and directed to give or cause to be given such notices as required, at the times and in the manner required pursuant to the Refunded Bond Ordinances in order to effect the redemption prior to their maturity of the Refunded Bonds.

Section 7.07 - City Findings with Respect to Refunding. Prior to approving the sale of the Bonds, the Designated Representative shall make the following determinations in writing:

(a) The Redemption Date is the earliest practical date on which the Refunded Bonds may be called for redemption.

(b) The savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds and the principal and interest cost over the life of the Refunded Bonds but for such refunding). In making such findings and determinations, the Designated Representative has given consideration to

the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the issuance and sale of the Bonds pending payment and redemption of the Refunded Bonds.

(c) Each Refunding Plan will be effected by the issuance and sale of a Series of the Bonds and the application of the proceeds of such Bonds (together with other money of the City, if necessary) to carrying out that Refunding Plan and that the money to be deposited with the Refunding Trustee for the Refunded Bonds in accordance with the Refunding Plan will be sufficient (together with interest earned on the Acquired Obligations) to discharge and satisfy the obligations of the City under the applicable Refunded Bond Ordinance.

The City Council finds and determines that the money to be deposited with the Refunding Trustee for the Refunded Bonds in accordance with Section 7.02 of this ordinance and upon the determination made by the Designated Representative pursuant to subsection (c) of this Section 7.07 will discharge and satisfy the obligations of the City under the Refunded Bond Ordinance with respect to the Refunded Bonds and the pledges, charges, trusts, covenants and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under the Refunded Bond Ordinances immediately upon the deposit of such money with the Refunding Trustee.

ARTICLE VIII

FUTURE PARITY BONDS

Section 8.01 - Authorization of Future Parity Bonds ; Subordinate Bonds. The City covenants with the owner of each of the Bonds for as long as any of the same are Outstanding that it will not create any special fund or funds for the payment of the principal of and interest on any additional electric revenue bonds or incur any other obligation not within the definition of Operation and Maintenance Expenses that will have any priority over the payments that are required by this ordinance to be made into the Bond Fund out of the Net Revenue of the Electric Utility.

With respect to Future Parity Bonds, the City covenants that it will issue Future Parity Bonds only if the Parity Conditions are met and complied with at the time of issuance of such Future Parity Bonds; and only for the purposes of:

(a) acquiring, constructing and installing additions, betterments and improvements to and extensions of, acquiring necessary equipment for, or making necessary replacements of or repairs or capital improvements to the Electric Utility pursuant to a plan or plans of additions and betterments, or paying obligations of the Electric Utility;

(b) refunding by exchange, purchasing and retiring, or advance refunding by call and payment at or prior to their maturity any part or all of the Parity Bonds; or

(c) for other purposes then permitted by law. If the Parity Conditions are met and complied with at the time of the issuance of such Future Parity Bonds, then payments into the Bond Fund with respect to such Future Parity Bonds shall rank equally with the payments out of the Net Revenue required to be made into the Bond Fund by the Outstanding Parity Bond Ordinances and this ordinance.

Nothing contained in this section shall prevent the City from issuing Subordinate Bonds. Each such Subordinate Bond shall contain a statement to the effect that it is subordinate to the Parity Bonds then Outstanding.

ARTICLE IX

BOND COVENANTS

Section 9.01 - Bond Covenants. The City covenants and agrees with the owner of each Parity Bond at any time Outstanding, as follows:

(a) It will establish, maintain and collect rates and charges sufficient to meet the Coverage Requirement.

(b) It will at all times maintain and keep the Electric Utility in good repair, working order and condition, and also will at all times operate that utility, and the business in connection therewith, in an efficient manner and at a reasonable cost.

(c) It will not sell, lease, mortgage, or in any manner encumber or dispose of all, or substantially all, of the property of the Electric Utility unless provision is made for the payment into the Bond Fund of sums sufficient to pay the principal of and interest on the Parity Bonds then Outstanding. Furthermore, it will not sell, lease, mortgage, or in any manner encumber or dispose of, in any year, more than 5% of the property of the Electric Utility that is used, useful and material to the operation thereof, unless provision is made for replacement thereof, or for payment into the Bond Fund of the total amount of the proceeds of such sales, leases, mortgages, encumbrances or dispositions. Any such money so paid into the Bond Fund shall be used to retire the Parity Bonds then Outstanding at the earliest possible date. In addition, it will not contract with another entity operating an electric utility to surrender any substantial territory which the Electric Utility serves or plans to serve with electricity without replacing the Gross Revenue received, or expected to be received, from that territory with revenue from another source or other equivalent compensation.

(d) It will, while any of the Bonds remain Outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Electric Utility, and it will furnish, at the written request of the owners of \$1,000,000 in Outstanding principal amount of the Bonds, complete operating and income statements of the Electric Utility in reasonable detail covering any calendar year not more than 90 days after the close of such calendar year and it will grant any owner or owners of at least 25% of the Bonds then Outstanding the right at all reasonable times to inspect the entire Electric Utility and all records, accounts and data

of the City relating thereto. Upon request of any owner or owners of any of the Bonds, it will also furnish to such owner or owners a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

(e) Except to aid the poor and infirm consistent with the state constitution, it will not furnish municipal electric service to any customer (including the City) whatsoever free of charge and will promptly take legal action to enforce collection of all delinquent accounts.

(f) It will carry the type of insurance on its Electric Utility property in the amounts normally carried by private electric utility companies engaged in the operation of electric utility systems, or in the alternative, it may self-insure or, through an association of other municipalities, insure such property in the same amounts. The cost of such insurance or self-insurance shall be considered part of Operation and Maintenance Expenses of the Electric Utility.

(g) It will pay, out of Gross Revenue, all Operation and Maintenance Expenses and the debt service requirements of the Parity Bonds, and will otherwise meet the obligations of the City as herein set forth.

(h) It will not permit or enter into any obligation which is to have a prior, equal, or subordinate claim or lien on the Net Revenue of the Electric Utility except as permitted in Section 8.01 of this ordinance and in compliance with the Parity Conditions.

Section 9.02 - Flow of Funds. The City covenants and agrees with the owner of each Parity Bond that it will use, pay out and distribute the Gross Revenue of the Electric Utility in the following order of priority:

(a) To pay Operation and Maintenance Expenses;

(b) To meet the debt service requirements with respect to, first, the interest due on and, then, the principal of the Parity Bonds by making the required payments into the Principal and Interest Account;

(c) To make the required payments in to the Reserve Account (including amounts required to repay any draws upon a Reserve Security, if any) and into any other account or subaccount in the Bond Fund;

(d) To meet the debt service requirements with respect to any Subordinate Bonds; to redeem and retire any then Outstanding electric revenue bonds or to purchase any or all of those bonds and obligations in the open market as provided in the ordinance authorizing their issuance; to make necessary betterments and replacements of or repairs, additions or extensions to the Electric Utility; to make deposit into the Rate Stabilization Account; or for any other lawful Electric Utility purpose.

Section 9.03 - Contract Resource Obligations. *After all of the Outstanding 2003 Bonds and Outstanding 2003 Refunding Bonds are fully redeemed, refunded or defeased, a new Section 9.03 shall be added to read as follows:* The City may at any time enter into one or more Contract Resource Obligations for the acquisition, from facilities to be constructed, of electric energy supply, transmission or other commodity or service relating to the Electric Utility. The City may determine that, and may agree under a Contract Resource Obligation to provide that, all payments under that Contract Resource Obligation (including payments prior to the time that electric energy supply or transmission or other commodity or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Expenses if the payments required to be made under the Contract Resource Obligation are not subject to acceleration and the following additional requirements are met at the time such a Contract Resource Obligation is entered into:

(a) No event of default has occurred and is continuing under the terms of any debt obligation of the City in respect of the Electric Utility; and

(b) There shall be on file a certificate of an independent licensed professional engineer or engineering firm stating that in his, her or its professional opinion:

- (1) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply or transmission rendered;
- (2) the source of any new supply, and any facilities to be constructed to provide the supply or transmission, are sound from a electric energy or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission no later than a date set forth in the independent licensed professional engineer's certification; and
- (3) the Net Revenue of the Electric Utility will be sufficient to meet the Coverage Requirement for each of the five Fiscal Years following the year in which the Contract Resource Obligation is incurred, where the calculation of Net Revenue (i) takes into account the adjustments to Gross Revenue permitted under the Parity Conditions, and (ii) adjusts the Operation of Maintenance Expenses by the independent licensed professional engineer's estimate of the payments to be made in accordance with the Contract Resource Obligation.

Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service relating to the Electric Utility from existing facilities and from treating those payments as Operation and Maintenance Expenses. Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply,

transmission or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on the Net Revenue of the Electric Utility subordinate to that of the Parity Bonds.

ARTICLE X

TAX COVENANTS

Section 10.01 - Preservation of Tax Exemption for Interest on Tax-Exempt Bonds. The City covenants that it will take all actions necessary to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of such Tax-Exempt Bonds or other funds of the City treated as proceeds of such Tax-Exempt Bonds at any time during the term of such Tax-Exempt Bonds which will cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with such Bonds, including the calculation and payment of any penalties that the City has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes.

Section 10.02 - Post-Issuance Compliance. The Finance Manager is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this Article and the applicable requirements of the Code that must be satisfied after the Issue Date to maintain the tax treatment of the Tax-Exempt Bonds and the receipt of interest thereon.

ARTICLE XI

DISCLOSURE UNDERTAKING

Section 11.01 - Undertaking to Provide Continuing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the "Undertaking") for the benefit of holders of the Bonds:

(a) *Undertaking to Provide Annual Financial Information and Notice of Material Events*. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (1) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in subsection (b) of this section ("annual financial information");

- (2) Timely notice (not in excess of ten business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment-related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15d-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (3) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in subsection (b) of this section.

(b) *Type of Annual Financial Information Undertaken to be Provided.* The annual financial information that the City undertakes to provide in subsection (a) of this section:

- (1) Shall consist of (i) an annual financial statements prepared (except as noted in the financial statements) in accordance with generally accepted accounting principles promulgated by the Government Accounting Standards Board (“GASB”) and made applicable to Washington state local governmental units such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, however, that if and when audited financial statements are otherwise prepared and available to the City they will be provided; (ii) a statement of authorized, issued and outstanding bonded debt secured by Net Revenues of the Electric Utility, (iii) debt service coverage ratios, and (iv) general customer statistics for the Electric Utility;

- (2) Shall be provided not later than the last day of the ninth month after the end of each Fiscal Year of the City (currently, a Fiscal Year ending December 31), as such Fiscal Year may be changed as required or permitted by State law, commencing with the City's Fiscal Year ending December 31, 2012.
- (3) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) *Amendment of Undertaking.* The Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided..

(d) *Beneficiaries.* The Undertaking evidenced by this section shall inure to the benefit of the City and the Beneficial Owner of a Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) *Termination of Undertaking.* The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if those provisions of Rule 15c2-12 which require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of nationally recognized bond counsel, or other counsel familiar with federal securities laws, delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) *Remedy for Failure to Comply with Undertaking.* As soon as practicable after the City learns of any failure to comply with the Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with the Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take such actions as that holder deems necessary, including seeking an order of specific performance from an appropriate court, to compel the City or other obligated person to comply with the Undertaking.

(g) *Designation of Official Responsible to Administer Undertaking.* The City Manager (or such other officer of the City who may in the future perform the duties of that office) or his or her designee is authorized and directed in his or her discretion to take such further actions as may be necessary, appropriate or convenient to carry out

the Undertaking of the City in respect of the Bonds set forth in this section and in accordance with the Rule, including, without limitation, the following actions:

- (1) Preparing and filing the annual financial information undertaken to be provided;
- (2) Determining whether any event specified in subsection (a) of this section has occurred, assessing its materiality with respect to the Bonds, and, if material, preparing and disseminating any required notice of its occurrence;
- (3) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person in accordance with the Rule 15c2-12;
- (4) Selecting, engaging and compensating designated agents and consultants, including but not limited to financial advisors and legal counsel, to assist and advise the City in carrying out the Undertaking; and
- (5) Effecting any necessary amendment of the Undertaking.

ARTICLE XII

SUPPLEMENTAL AND AMENDATORY ORDINANCES

Section 12.01 - Amendatory and Supplemental Ordinances.

(a) This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section.

(b) The City may from time to time and at any time, without the consent of or notice to the Registered Owners of the Outstanding Bonds, pass supplemental or amendatory ordinances as set forth below. Before the City shall pass any such supplemental ordinance pursuant to this subsection (b), there shall have been delivered to the City an opinion of Bond Counsel, stating that such supplemental ordinance is authorized or permitted by this ordinance and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Bonds. For so long as a bond insurance policy is in effect with respect to an issue of Parity Bonds, the City shall also mail notice of amendment under this subsection together with a copy of the supplemental ordinance to any Bond Insurer.

- (1) to cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the Registered Owners of any Outstanding Parity Bonds, Bonds or Future Parity Bonds;
- (2) to impose upon the Bond Registrar (with its consent) for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;
- (3) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this ordinance as theretofore in effect;
- (4) to confirm, as further assurance, any pledge under, and to subject to any claim, lien or pledge created or to be created by, this ordinance any other money, securities or funds;
- (5) to authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Outstanding Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; and
- (6) to modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the Registered Owners of the Outstanding Parity Bonds, Bonds and Future Parity Bonds and which does not involve a change described in subsection (c) of this section.

(c) In addition to a supplemental ordinance passed pursuant to subsection (b) above, the Registered Owners of not less than 60% in aggregate principal amount of Parity Bonds then Outstanding shall have the right from time to time to consent to and approve the passage by the City of any supplemental resolution deemed necessary or desirable by the City Council for the purpose of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this ordinance, as follows:

- (1) Prior to passage of the proposed supplemental ordinance, the City shall cause notice of the proposed supplemental ordinance to be given by first class United States mail to all Registered Owners of the Parity Bonds then Outstanding, to any Bond Insurer providing a bond insurance policy then in effect with respect to an issue of

Parity Bonds, to the extent required under such policy, and each Rating Agency. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the City Clerk for inspection by all Registered Owners of the Outstanding Bonds.

- (2) Within two years after the date of the mailing of such notice, the City may pass such supplemental ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the Registered Owners of the Bonds, and (ii) an opinion of Bond Counsel stating that such supplemental ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of the interest on the Bonds.
- (3) If Registered Owners of not less than 60% of Parity Bonds then Outstanding have consented to the passage of the supplemental ordinance as herein provided, no owner of the Bonds shall have any right to object to the passage of such supplemental ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from passing the same or from taking any action pursuant to the provisions thereof.

(d) Nothing contained in this section shall permit, or be construed as permitting, except upon consent of all of the Registered Owners of the Parity Bonds then Outstanding: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Parity Bond then Outstanding, or a reduction in the principal amount or redemption price of any Parity Bond then Outstanding, or a change in the method of redemption or redemption price of any Parity Bond then Outstanding, or a change in the method of determining the rate of interest thereon; (ii) a preference or priority of any bond or bonds over any other bond or bonds; or (iii) a reduction in the aggregate principal amount of Parity Bonds.

(e) Upon the passage of any supplemental ordinance pursuant to the provisions of this Section 12.01, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all Registered Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such modifications and amendments.

(f) Each Bond Insurer shall be deemed to be the Registered Owner of the Parity Bonds insured by it at all times for the purpose of giving any approval or consent to the passage of any supplemental ordinance or any amendment, change or

modification of this ordinance or other documents under this ordinance and, in the event of default under this ordinance or the Parity Bonds, for all other purposes.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 - Refunding and Defeasance. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on the affected Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and (except as hereinafter provided) in the Net Revenue of the Electric Utility, funds and accounts obligated to the payment of such defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account and, if funds in the trust account are not available for such payment, shall have the residual right to receive payment of the principal of and interest on the defeased Bonds from the Net Revenue of the Electric Utility without any priority of lien or charge against that revenue or covenants with respect thereto except to be paid therefrom. After the establishing and full funding of such a trust account, the City may then apply any money in any other fund or account established for the payment or redemption of the defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the owners of any other Parity Bonds then Outstanding.

While a Bond is registered in the name of the Securities Depository, notice of any defeasance shall be given in the manner prescribed in the Letter of Representations for notices of redemption of Bonds. If a Bond ceases to be held in book-entry form, then unless specified by the City in a refunding or defeasance plan, selection of Bonds to be defeased, notice of defeasance and replacement of Bond certificates shall be done in accordance with the provisions of this ordinance for the redemption of Bonds prior to their maturity.

If the refunding or defeasance plan provides that the defeased Bonds or the refunding bonds to be issued be secured by money and/or Government Obligations pending the prior redemption of the defeased Bonds and if such refunding plan also provides that certain money and/or Government Obligations are pledged irrevocably for the prior redemption of the defeased Bonds included in that refunding plan, then only the debt service on the Bonds which are not defeased Bonds and the refunding bonds, the payment of which is not so secured by the refunding plan, shall be included in the computation of the Coverage Requirement for the issuance of Future Parity Bonds and

the annual computation of coverage for covenants.

determining compliance with the rate

Section 13.02 - Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell the Bonds by negotiated sale to the Underwriter, based on his or her assessment of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the Final Terms, the Designated Representative shall take into account those factors that, in his or her judgment, may be expected to result in the lowest true interest cost on the Bonds to their maturity, including, but not limited to, current interest rates for obligations comparable to the Bonds. The Bond Purchase Agreement for the Bonds shall set forth the Final Terms of each Series of Bonds. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(b) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Underwriter in accordance with the Bond Purchase Agreement, with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 13.03 - Official Statement.

(a) *Preliminary Official Statement.* The Designated Representative shall review the form of each preliminary official statement prepared in connection with the sale of the Bonds to the public. For the sole purpose of the Underwriter's compliance with paragraph (b)(1) of Rule 15c2-12, the Designated Representative is authorized to "deem final" that preliminary official statement as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary official statement that has been "deemed final" in accordance with this paragraph.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final official statement for the Bonds to be sold to the public in the form of the preliminary official statement, with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final official statement to the Underwriter. The City authorizes and approves the distribution by the Underwriter of that final official statement to purchasers and potential purchasers of the Bonds.

Section 13.04 - Effective Date. This ordinance shall take effect 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, Washington, at a regular open public meeting thereof on the 19th day of February, 2013, and signed in authentication of its passage this _____ day of February, 2013.

CITY OF RICHLAND

Mayor

AUTHENTICATED:

City Clerk

FORM APPROVED:

City Attorney

Exhibit A

Parity Conditions

(a) There may be no deficiency in the Principal and Interest Account, the Reserve Account or any other account in the Bond Fund.

(b) The ordinance authorizing any Future Parity Bonds must require that the additional amount necessary to satisfy the Reserve Requirement because of the issuance of such Future Parity Bonds be made up from deposits into the Bond Fund of a Reserve Security, from the proceeds of such Future Parity Bonds, or by approximately equal monthly payments from Net Revenue of the Electric Utility made within five years after the date of issuance of such Future Parity Bonds. Any combination of the foregoing methods of funding the Reserve Requirement shall satisfy the Reserve Requirement for purposes of these Parity Conditions.

(c) The City must have on file with the City Clerk either:

(1) a certificate of the Finance Manager of the City, supported by the Electric Utility financial statements, demonstrating that the Net Revenue of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds will be equal to at least 1.25 times the Maximum Annual Debt Service of the then Parity Bonds then Outstanding plus the Future Parity Bonds proposed to be issued; or

(2) a certificate from an independent licensed professional engineer or engineering firm showing that in his, her or its professional opinion the Net Revenue of the Electric Utility, which will be available in each succeeding year for the payment of principal of and interest on all Parity Bonds then Outstanding and the Future Parity Bonds, will be equal to at least 1.25 times the Maximum Annual Debt Service of the Parity Bonds then Outstanding plus the Future Parity Bonds proposed to be issued. Computation of estimated future Net Revenue of the Electric Utility shall be based upon income and expense statements of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds, adjusted to reflect:

(i) any current changes in Net Revenue of the Electric Utility for the base period which would have occurred if the schedule of rates and charges in effect at the time of the computation (or approved by the City Council as of the time of such computation and to become effective within 30 days thereof) had been in effect during the portion of the period in which such schedule was not in effect;

(ii) a full twelve months of revenue from any customers of the Electric Utility added prior to the computation date;

(iii) the loss of customers since that period;

(iv) any changes in Net Revenue of the Electric Utility estimated to be received as a result of, and upon completion of, any facilities under construction or to be acquired, constructed or installed as a part of the Electric Utility which are not reflected fully in the base period statement; and

(v) Annualized net revenue from the improvements to be financed from the proceeds of the proposed Future Parity Bonds.

(d) If the Future Parity Bonds proposed to be issued are for the sole purpose of refunding any Parity Bonds then Outstanding, the certificate referred to in paragraph (c), above, shall not be required, so long as

(1) the Maximum Annual Debt Service for the proposed Future Parity Bonds is less than the Maximum Annual Debt Service for the Parity Bonds to be refunded, and

(2) the final maturity of the proposed Future Parity Bonds are not extended beyond the final maturity of the Parity Bonds to be refunded.

Prior: Ordinance No. 17-85, Section 4.01
Ordinance No. 26-03, Section 7.01
Ordinance No. 36-03, Section 8.01
Ordinance No. 35-06, Section 8.01
Ordinance No. 30-09, Section 7.01

Exhibit B

Permitted Investments

(1) Any bonds or other obligations which as to principal and interest constitute direct obligations (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) of, or are unconditionally guaranteed by, the United States, including obligations of any of the federal agencies set forth in clause (2) below to the extent unconditionally guaranteed by the United States;

(2) Obligations of the Export-Import Bank of the United States, the Government National Mortgage Association, the Federal National Mortgage Association to the extent guaranteed by the Government National Mortgage Association, the Federal Financing Bank, the Farmers Home Administration, the Federal Home Loan Bank (senior debt obligations) and the Federal Home Loan Mortgage Association, or any agency or instrumentality of the Federal Government which shall be established for the purposes of acquiring the obligations of any of the foregoing or otherwise providing financing therefor;

(3) New housing authority bonds issued by public agencies or municipalities and fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States, or project notes issued by public agencies or municipalities and fully secured as to payment of both principal and interest by a requisition or payment agreement with the United States;

(4) Direct and general obligations of any State of the United States, to the payment of the principal of and interest on which the full faith and credit of such State is pledged, and if, at the time of their purchase, such obligations are rated in one of the two highest rating categories by either Moody's Investors Service, Inc., or Standard & Poor's;

(5) Certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any State of the United States of America or any national banking association, if such certificates of deposit shall be (i) continuously and fully insured by the Federal Deposit Insurance Corporation, or (ii) issued by any bank or trust company or any savings and loan association which is a recognized qualified public depository of the State of Washington under chapter 39.58 RCW, as it may be amended, or (iii) continuously and fully secured by such securities as are described in clauses (1) and (2) above, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and such securities are in possession of the City or a qualified trustee for the City;

(6) Any repurchase agreement with any bank or trust company organized under the laws of any State of the United States or any national banking association, which is secured by such securities as described in clauses (1) and (2) above with a market value determined weekly equal to 104% of the face amount of the repurchase agreement and which bank, trust company or national banking association has outstanding (or which has a related holding company, which has outstanding) long term obligations rated "A" or better by Moody's Investors Service, Inc., or "A3" or better by Standard & Poor's, or whose commercial paper is rated "P2" or better by Moody's Investors Service, Inc., or "A2" or better by Standard & Poor's and which securities serving as such collateral are in possession of the City or a qualified trustee for the City; and

(7) Any other investments or investment agreements permitted under the laws of the State of Washington as amended from time to time, including but not limited to investments in the local government investment pool administered by the State Treasurer.

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington, certify as follows:

1. The attached copy of Ordinance No. ____-13 (the "Ordinance") is a full, true and correct copy of the original ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on February 19, 2013, as such ordinance appears on the Minute Book of the City; and the Ordinance will be in full force and effect on the day following the date of publication of its summary in the City's official newspaper.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of February, 2013.

CITY OF RICHLAND, WASHINGTON

City Clerk



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C5

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPOINTMENT TO THE BOARD OF ADJUSTMENT: DAVID KOBUS

Department: Administrative Services

Ordinance/Resolution: 04-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 04-13, Appointment of David Kobus to the Board of Adjustment.

Summary:

The term for Position No. 2, which is held by Richard Mumma, expires February 7, 2013. Mr. Mumma did not reapply for this position.

After conducting interviews, Board of Adjustment Chair Boring is recommending the appointment of David Kobus to Position No. 2. The term for this appointment is five years or until February 7, 2018.

The applications of Donald Faust, Danny la Plante, and Don Mannion were considered.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Proposed Resolution
- 2) Recommendation and Application

City Manager Approved:

Johnson, Cindy
Jan 30, 14:34:13 GMT-0800 2013

RESOLUTION NO. 04-13

A RESOLUTION of the City of Richland confirming the position appointment of David Kobus to the Board of Adjustment.

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

<u>NAME</u>	<u>ADDRESS</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
David Kobus	1385 Cortland Ave	2	2/7/18

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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST: APP

ROVED AS TO FORM:

MARCIA HOPKINS THOMAS
City Clerk

O. LAMPSON
City Attorney

Barham, Debby

From: mboring001@aol.com
Sent: Thursday, January 17, 2013 10:18 AM
To: Rolph, Jeff
Cc: Bykonen, Pamela; Barham, Debby
Subject: Recommendation for Board of Adjustment vacancy for Position 2

Hello Jeff:

Thank you so much for your assistance and participation for the BOA interviews this week. We did have a few great candidates, but my preference for the recommendation would be for David Kobus.

If you have any questions at all, please let me know.

All my best,
Marianne Boring
509.531.5475

Board Application Form

Select the Board, Commission, or Committee applying for:: Board of Adjustment

First Name: David

Last Name: Kobus

Street Address: 1385 Cortland Ave

City,State,Zip: Richland, WA 99352

Contact Number: 5099473258

Alternate Number:

Email Address: dkjetwind3@gmail.com

Length of Residency in City of Richland: 26 yr

Occupation: Financial Advisor

Education: Masters

Experience Applicable to the City Board, Commission or Committee to which you are applying:
Functioned as project manager for Applewwod Estates block wall height extension variance application.
Authored application package.

Functioned as wind development project manager for Energy Northwest's wind projects. Authored several special permit applications at the county level as well as federal agencies.

Are you currently serving on a Board, Commission, or Committee?: No

If yes, which:

Have you served on a Board, Commission, or Committee before?: No

If yes, which:

I accept: checked

A resume may not be required, however it is highly recommended.: No file was uploaded

RECEIVED
DEC 21 2012
RICHLAND CITY CLERK

WORK HISTORY SUMMARY

Professional work experience in the electrical power generation industry.

- Most recent experience includes twelve (12) years of project development experience as a project manager for the Energy Northwest portfolio of wind energy projects. Responsible for:
 - Prospecting for prospective wind project sites
 - Origination and construction of the Nine Canyon 96-megawatt wind project (built in 3 Phases).
 - Origination and sale of the Reardan Twin Buttes 60+ megawatt wind project development.
 - Origination of the Radar Ridge 82-megawatt development and the Mustang Ridge 65-megawatt development (both subsequently terminated due to lax power market).
- Also, twenty-four (24) years nuclear industry experience, including over fifteen (15) years leadership experience.
 - Engineering/Operations
 - Supervisor, Fire Protection, CGS - 4/95 to 12/00
 - Project Coordinator, Fire Protection/10CFR50 Appendix-R, CGS - 7/94 to 4/95
 - Shift Engineer/STA, CGS - 9/93 to 6/94
 - Outage Manager, CGS - 4/93 to 8/93
 - Manager, Nuclear Training Division, CGS - 8/90 to 4/93
 - Quality Assurance
 - Manager, Plant QA, CGS - 8/88 to 8/90
 - QA Engineer, Plant QA, CGS - 7/86 to 8/88
 - Nuclear Training Specialist, PSE&G Salem Station (Westinghouse PWR) - 10/84 to 7/86
 - Nuclear Shift Supervisor, Consumers Power Midland Plant (B&W PWR) - 6/82 to 10/84
 - US Navy, Electrician's Mate (EOOW, EWS, EO) - 3/74 to 6/82

RELEVANT ACCOMPLISHMENTS**PROJECT MANAGEMENT**

- Managed teams that developed, financed and procured a \$140-M commercial scale wind generation project, Nine Canyon, including two expansions, and managed the construction and turnover process to operations.
- Originated, permitted and sold the Reardan Twin Buttes wind project development rights to Avista utilities.
- Organized, planned and managed wind generation project prospecting activities, including land leasing, meteorological studies, environmental assessments, and viability assessments, with a budget ranging \$1 to \$2-M.
- Managed the design, development and implementation of major plant modification projects including a \$4-M penetration seal upgrade and \$8-M Thermo-Lag fire barrier resolution effort, which resulted in only 10% of the previously existing fire barriers requiring replacement.

ENGINEERING SUPERVISION

- Led a team that handled the fire protection design modification and recovery efforts from a fire system valve break due to system water hammer that caused a subsequent flooding event within the power plant which affected safety related equipment, that resulted in a plant restart after only three weeks.
- Supervised a project associated with plant safe shutdown re-verification activities and resulting corrective actions, mitigating potential regulatory enforcement action and civil penalties that facilitated a timely restart from a plant outage.
- Supervised an activity to switch property protection insurance carriers that resulted in a system wide maintenance verification and subsequent revision of nearly all plant procedures affecting fire protection system operability, within the time frame designated and under budget.
- Managed a project to optimize system maintenance periodicities for fire protection systems that resulted in annual savings in excess of \$250-K.

QUALITY ASSURANCE

- Implemented a transition to a performance-based quality surveillance program, which resulted in achieving the highest rating possible from the regulatory agency in the respective rating area in their annual review process.

- Participated as a member of the Plant Operations Committee at a large commercial nuclear generating project, with overall responsibility for safe operation of the facility, which resulted in achieving the highest rating possible from the regulatory agency in the respective rating area in their annual review process.

NUCLEAR TRAINING

Managed the recovery effort from an unsatisfactory operator requalification training program review, which resulted in a positive validation of the program and a 100% pass rate for the operators examined.

EDUCATION

- MS Engineering Management, Washington State University
- BSNT Degree, University of the State of New York [now Excelsior College]
- Various nuclear electric utility technical and management training courses

CERTIFICATIONS/LICENSES HELD

- Senior Reactor Operator (SRO) certified for CGS, Energy Northwest
- SRO license for Salem Station, PSE&G of New Jersey
- SRO certified for Midland Nuclear Plant, Consumers Power Company

I am seeking contract or full time employment that provides interesting and challenging work in the project management or related field. I can offer transferrable skills, knowledge and strong leadership to your team.

Skills and Knowledge

- Project Management
- Leadership/People Skills -
Performance Management
- Power Plant technology –
Renewables (Wind), Nuclear
- Business-Line Manager
- Fire Protection Program
- Quality Assurance Program

I can help your company implement a strong and effective project management program to successfully package and complete highly technical installations and modifications.

Proven Team Leader

- Generation Project
Development
- Engineering
- Technical Training
- Operations
- Quality Assurance

I am immediately available and have proven my ability to quickly adapt to new challenges.

Education and Training

- Navy Nuclear
- Power Plant Electrician
- BS Nuclear Technology
- MS Engineering Management
- Leadership Academy

MAJOR RESPONSIBILITY AREAS

Generation Project Development - Developed and managed new large capital wind generation project origination and construction.

Engineering - Supervised Fire Protection engineering staff at a commercial nuclear power plant.

Technical Training - Managed Nuclear Training program at a commercial nuclear power plant. Technical trainer at a commercial nuclear power plant and US Naval nuclear prototype.

Operations – Shift Engineer at a commercial nuclear power plant. Shift Supervisor of an operations team during construction.

Quality Assurance - Managed Quality Assurance performance surveillance program at a commercial nuclear power plant.

WORK HISTORY SUMMARY

*Commercial scale wind energy
project development*

*Diverse commercial nuclear
industry individual contributor
and leadership positions*

RELEVANT ACCOMPLISHMENTS

*Developed Nine Canyon Wind
Project (3-Phases) - \$140mm*

*Nuclear power plant major fire
protection modifications -
\$12mm*

*Implemented major program
enhancements*

DETAILED WORK HISTORY SUMMARY

Commercial scale wind energy project development - Project manager for a joint operating agency portfolio of commercial scale wind energy projects. Responsible for new large capital wind project business-line including policy, planning, budgeting, marketing, financing, procurement and construction.

Diverse commercial nuclear industry individual contributor and leadership positions - Nuclear industry leadership experience in Engineering/Operations, Fire Protection, Outage Management, Nuclear Training, Quality Assurance and Shift Supervisor/SRO. Individual contributor experience in Quality Assurance, Nuclear Operations Training and US Navy Electrician's Mate (qualified as EOOW, EWS, EO).

PROJECT DEVELOPMENT/MANAGEMENT

Managed teams that developed, financed, procured and constructed a \$140mm commercial scale wind generation project; originated, permitted and sold wind project development rights; Organized, planned and managed wind generation project origination activities, including land leasing, meteorological studies, environmental assessments, and viability assessments, with a budget ranging \$1 to \$2mm; Managed the design, development and implementation of major plant modification projects including a \$4mm penetration seal upgrade and \$8mm Thermo-Lag fire barrier resolution effort.

ENGINEERING SUPERVISION

Led a team that handled the fire protection design modification and recovery efforts from a fire system valve break due to system water hammer that caused a subsequent flooding event within the power plant which affected safety related equipment, that resulted in a plant restart after just three weeks.

Supervised a project associated with plant safe shutdown re-verification activities and resulting corrective actions, mitigating potential regulatory enforcement action and civil penalties that facilitated a timely restart from a plant outage.

Supervised an activity to switch property protection insurance carriers that resulted in a system wide maintenance verification and subsequent revision of nearly all plant procedures affecting fire protection system operability, within the time frame designated and under budget.

Managed a project to optimize system maintenance periodicities for fire protection systems that resulted in annual savings in excess of \$250K.

QUALITY ASSURANCE

Participated as a member of the Plant Operations Committee at a large commercial nuclear generating project, with overall responsibility for safe operation of the facility, and implemented a transition to a performance-based quality surveillance program, which contributed to achieving the highest annual review rating possible from the regulatory agency in the respective rating area.

NUCLEAR TRAINING

Managed the recovery effort from an unsatisfactory nuclear plant operator requalification training program review, which resulted in a positive validation of the program and a 100% pass rate for the operators examined.

DETAILED EXPERIENCE PORTFOLIO

Available upon request.



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C6

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPRECIATION FOR SERVICE ON THE BOARD OF ADJUSTMENT: RICHARD MUMMA

Department: Assistant City Manager

Ordinance/Resolution: 05-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 05-13, expressing appreciation to Richard Mumma for his service on the Board of Adjustment.

Summary:

Richard Mumma was appointed to the Board of Adjustment September 2002 and served until his term expired in February 2013.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Resolution

City Manager Approved:

Johnson, Cindy
Jan 30, 14:34:33 GMT-0800 2013

RESOLUTION NO. 05-13

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Richard Mumma for the years of service he rendered to the City as a member of the Board of Adjustment.

WHEREAS, Richard Mumma served as a member of the Board of Adjustment from September 17, 2002 to February 7, 2013, serving a total of over ten years on the Board.

WHEREAS, Richard faithfully dedicated his time and talent for the benefit of the citizens of Richland; and

WHEREAS, Richard's positive attitude and efforts contributed significantly to all of the meetings in which he participated; and

WHEREAS, Richard's background as a Building Official and Building Plans Examiner brought special expertise to the Board of Adjustment and its role in reviewing requests for variance to the strict interpretations of the Richland Municipal Code (RMC); and,

WHEREAS, Richard's years of thoughtful decision-making regarding requests for variance from the RMC have positively impacted numerous Richland citizens and has resulted in improvements to not only the individual properties involved but also to the surrounding neighborhoods.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express their appreciation, publicly and formally, to Richard Mumma for the service he rendered to the City during his tenure as a member of the Board of Adjustment.

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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C7

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPOINTMENT TO THE AMERICANS WITH DISABILITIES ACT CITIZENS REVIEW COMMITTEE

Department: Assistant City Manager

Ordinance/Resolution: 06-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 06-13, Appointing David Carl to the Americans with Disabilities Act Citizens Review Committee.

Summary:

Position No. 1, on the Americans with Disabilities Act Citizens Review Committee became vacant when Annie Givens submitted her resignation in December 2012.

Americans with Disabilities Act Citizens Review Committee Chair Bowman is recommending the appointment of David Carl to Position No. 1; the term for this appointment is until November 30, 2014.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Proposed Resolution
- 2) Recommendation and Application

City Manager Approved:

Johnson, Cindy
Jan 30, 14:34:56 GMT-0800 2013

RESOLUTION NO. 06-13

A RESOLUTION of the City of Richland confirming the position appointment of David Carl to the Americans with Disabilities Act Citizens Advisory Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following appointment/reappointment to the Americans with Disabilities Act Citizens Advisory Committee are hereby confirmed:

<u>NAME</u>	<u>ADDRESS</u>	<u>S</u>	<u>POSITION</u>	<u>NO.</u>	<u>TERM ENDING</u>
<i>Appointment</i>					
David Carl	484 Meadow Hills Dr.			1	11/30/14

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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST: APP

PROVED AS TO FORM:

MARCIA HOPKINS THOMAS
City Clerk

O. LAMPSON
City Attorney

Barham, Debby

From: rcbcrown@frontier.com
Sent: Wednesday, January 23, 2013 2:05 PM
To: Barham, Debby
Cc: Fulton, Toni; Lampson, Tom
Subject: ADA Vacancy

Ms. Barham,

I recommend that David Carl be appointed to the vacant position on the Americans with Disabilities Act Review Committee. Should you have any questions about this matter, please call me at the number identified below.

Thanks,

Roger Bowman
Chair
Americans with Disabilities Act Review Committee

375-0711



APPLICATION FORM

BOARD ~ COMMISSION ~ COMMITTEE

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: ADA Citizens Review Committee

NAME: David Carl Contact Telephone: 438-0681

ADDRESS: 484 Meadow Hills Dr. Alternate Telephone: -

CITY, STATE, ZIP: Richland, WA 99352 E-mail: daveacrz@yahoo.com

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

LENGTH OF RESIDENCE IN RICHLAND: 5 years

OCCUPATIONAL AND EDUCATIONAL BACKGROUND: I am a social worker who works with individuals with disabilities on various independent living issues

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

I have been a part of this committee for the past few years and am aware of the issues that are worked on. As an individual who has always used a wheelchair, the ADA is something very important for my everyday life

ARE YOU CURRENTLY SERVING ON A BOARD, COMMISSION, OR COMMITTEE? IF YES, WHICH: _____

Currently I am on the Citizens Advisory Committee and Dial A Ride Subcommittee of Ben Franklin Transit, Benton County Disability Advisory Committee and Board of Directors of Spina Back Association of Washington State

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

from 2009 until 2012 I was on the ADA Citizens Review Committee

As an applicant for the above position for the City of Richland, 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 press and media. **In addition, I certify that I am in compliance with the qualification requirements of this appointment.**

Date: 12/18/12 Signature: David Carl

Note: A resume may not be required, however it is highly recommended.

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

RECEIVED

DEC 18 2012

RICHLAND CITY CLERK



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C7

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPRECIATION FOR SERVICE ON AMERICANS W/ DISABILITIES ACT CITIZENS REVIEW COMMITTEE

Department: Assistant City Manager

Ordinance/Resolution: 07-13

Reference:

Document Type: Resolution

Recommended Motion:

Resolution No. 07-13, expressing appreciation to Annie Givens for service on the Americans with Disabilities Act Citizens Review Committee.

Summary:

Ms. Givens was appointed to the Americans with Disabilities Act Citizens Review Committee December 2009 and served until December 2012.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Resolution

City Manager Approved:

Johnson, Cindy
Jan 30, 14:35:10 GMT-0800 2013

RESOLUTION NO. 07-13

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Annie Givens 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 Annie Givens, 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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney

Barham, Debby

From: richard nordgren <pstrfaster@hotmail.com>
Sent: Thursday, January 24, 2013 7:16 PM
To: Barham, Debby
Cc: Bykonen, Pamela; Anderson, Brad
Subject: HCDAC Membership Recommendations

Debby Barham, Deputy City Clerk
City of Richland
Richland, WA

January 24, 2013

Dear Debby,

Four applicants for the three open positions on the Housing and Community Development Advisory Committee were interviewed today. I want to inform you of the recommendation to Council for appointments to the committee.

Position 1 - balance of term: Arno Illig

Position 6 - 3 year term: Calvin Rinne

Position 8 - Three year term: Bradley Bricker

Sincerely,

Richard Nordgren
HCDAC, chair

Board Application Form

Select the Board, Commission, or Committee applying for:: Housing and Community Development Advisory Committee

First Name: ARNO

Last Name: ILLIG

Street Address: 907 WRIGHT AVE.

City,State,Zip: RICHLAND WA 99352-3626

Contact Number: 946-7653

Alternate Number:

Email Address: Arnoillig@charter.net

Length of Residency in City of Richland: 39 YEARS

Occupation: REALTOR(R), SUBSTITUTE TEACHER (RSD)

Education: B.Sc., MBA, UNIVERSITY OF BRITISH COLUMBIA, VANCOUVER, B.C., CANADA

Experience Applicable to the City Board, Commission or Committee to which you are applying: REALTOR - BROKER, SMART REALTORS, 1201 JADWIN #104 RICHLAND WA 99352. 37 YEARS EXPERIENCE.

PUBLIC SCHOOL TEACHER/SUBSTITUTE TEACHER. RSD #400 STILL EMPLOYED, 45 YEARS EXPERIENCE.

Are you currently serving on a Board, Commission, or Committee?: No

If yes, which:

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

If yes, which: HCDAC / RICHLAND SEE RESOLUTION 01-03

I accept: checked

A resume may not be required, however it is highly recommended.: No file was uploaded

RECEIVED
DEC 26 2012
RICHLAND CITY CLERK

Board Application Form

Select the Board, Commission, or Committee applying for:: Housing and Community Development Advisory Committee

First Name: Calvin

Last Name: Rinne

Street Address: 102 Oakland St.

City,State,Zip: Richland, WA, 99352

Contact Number: 627-6600

Alternate Number:

Email Address: calvin_a_rinne@rl.gov

Length of Residency in City of Richland: 28 years

Occupation: Systems Engineer

Education: BS Industrial Engineering

Experience Applicable to the City Board, Commission or Committee to which you are applying: Own a lower-income rental property in Kennewick.

Thirty-plus years professional experience in facilities, infrastructure, and land-use planning.

Are you currently serving on a Board, Commission, or Committee?: Yes

If yes, which: Chairman - Tri-City Estates Water District

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

If yes, which: Tri-Cities Technical Council

I accept: checked

A resume may not be required, however it is highly recommended.: No file was uploaded

RECEIVED

JAN 10 2013

RICHLAND CITY CLERK

RECEIVED

JAN 15 2013

RICHLAND CITY CLERK

Board Application Form

Select the Board, Commission, or Committee applying for:: Housing and Community Development Advisory Committee

First Name: Bradley

Last Name: Bricker

Street Address: 1976 Birch Ave.

City,State,Zip: Richland, WA, 99354

Contact Number: 509.942.9495

Alternate Number:

Email Address: bmbsilver@gmail.com

Length of Residency in City of Richland: 4+ Years

Occupation: Project Administrator for Strategic Planning and Business Management

Education: MBA, SCPM, BS - Construction Management

Experience Applicable to the City Board, Commission or Committee to which you are applying: I have a strong background in construction, having grown up the son of a general contractor and working in various facets of the industry for the majority of my life. My education and experience also includes project management, negotiations, business management, and construction management. I have also spent many years performing community service, predominantly with youth groups and local arts. While I have lived most of my life in West Richland, I have lived in and loved Richland for over four years now. I would appreciate the opportunity to apply my talents toward the betterment of my hometown.

Are you currently serving on a Board, Commission, or Committee?: No

If yes, which:

Have you served on a Board, Commission, or Committee before?: No

If yes, which:

I accept: checked

A resume may not be required, however it is highly recommended.: BradleyBrickerResume 2013-01-10.pdf

Bradley M. Bricker *SCPM, MBA*

1976 Birch Ave., Richland, WA 99354

bmbsilver@gmail.com

(509) 942 - 9495

My background consists of nearly 8 years of management and construction-related education, 8 years of increasingly challenging construction responsibilities, and 5+ years managing budgets, schedules, and deliverables in the DOE nuclear complex. I have supervisory experience in more than one industry, and I have been the recipient of one-on-one project management mentoring and various service awards.

Credentials

Stanford Certified Project Manager, *Stanford University*

Executive Certificate in Negotiations, *University of Notre Dame*

Procurement Specialist Certification, *Washington Closure Hanford, LLC*

Earned Value Management Certification, *Washington Closure Hanford, LLC*

Other training: Mission Support Alliance Control Account Manager, Procurement Management, Bechtel Project Controls University, OSHA 40-Hour HAZWOPER, Radiological Worker

Education

Master's Degree, Business Administration, *Jack Welch Management Institute (JWMI)*

- Cumulative GPA 3.93 / 4.0
- Graduated in the highest tier of my class.

B.S. Degree, Construction Management, *Brigham Young University (BYU)*

- **Business Management**, Minor
- Cumulative GPA 3.81 / 4.0, *Cum Laude*
- Paid for education with academic scholarships & entrepreneurial efforts.

Associate of Arts Degree, *Columbia Basin College (CBC)*

- Cumulative GPA 3.71 / 4.0

Experience

Project Administrator , Strategic Planning and Business Management, *Mission Support Alliance, 2012-Present*

As the project administrator for strategic planning and business development, I am responsible for several facets of our organization.

I am responsible for development and execution of contract deliverables, including our organization's Strategic Plan, Facility Upgrade Plan, and Annual Training Needs and Forecast Plan.

I perform contract administration as a Buyer Technical Representative for 37 contracts valued at \$2 million for fiscal year 2013.

I liaise with our Department of Energy counterparts for development and fulfillment of contractual benchmarks known as Performance Incentives.

I collaborate with subject matter experts across our site to gather and edit data for weekly and monthly reporting to senior management.

I provide cost, schedule, and contract support for our collaboration with other federal agencies across the nation.

Project Controls Engineer, *Washington Closure Hanford, 2007-2012*

As a project controls engineer I was responsible for managing budgets and schedules for decommissioning facilities at ten nuclear reactor sites. In this capacity I developed numerous project schedules, provided oversight of annual budgets in excess of \$20 million, and processed tens of millions

of dollars worth of company procurements, invoices, and work orders.

Many of my analyses were used to inform decision-making at the senior-management level. I received praise for my ability to both execute and innovate across functional boundaries. My achievements merited a nomination for this company's most prestigious service award, as well as six other recognition and achievement awards.

Residential Construction Manager, *Self-Employed, 2007*

As a freelance construction manager, I completed several residential construction projects.

During these projects I effectively managed teams of employees and subcontractors to finish on time and within budget. As a construction manager I maintained an excellent safety record, with no recordable or lost time incidents.

Senior Laboratory Technician , *BYU Department of Chemistry and Biochemistry, 2006*

Due to my previous laboratory experience, I was offered an opportunity to aid another laboratory project in testing plant extracts against various pathogens, including strains of cancer, viruses, and bacteria. Our findings were published and presented at a convention of the American Chemical Society.

I volunteered hundreds of hours of my time to the project, and was able to contribute in significant ways. Most importantly, I developed new and innovative research methodologies to expedite the experiment schedule. Additionally, I motivated a team of three researchers to reach critical deadlines, and gained proficiencies in both the scientific method and laboratory aseptic technique.

Primary Research Grantee, *BYU Department of Chemistry and Biochemistry, 2005-2006*

I independently formulated a research idea regarding the distillation of floral extracts. I transcribed this idea into a grant proposal, and petitioned a university for laboratory space, funding, and human capital. After persuading the biochemistry department to accept the proposal, I found myself in charge of a university research laboratory.

Besides coordinating and administrating the project, I trained and mentored assistants and students in laboratory technique. Eventually, my laboratory results were published, and I was honored to have a protégé present my research at a biology and biochemistry research convention.

Construction Management Specialist, *KB Construction, Inc., 1998-2001, 2003-2005*

At KB Construction I assisted the general contractor and superintendant in supervising dozens of jobs from blueprints through punch-list. I represented the general contractor in directing sub-contractors, and supervised direct hire crews of up to 10 employees.

My direct responsibilities varied greatly, including coordination of protective equipment, liaising with clientele, procuring equipment and materials, supervising construction work, performing quality assurance, conducting feasibility studies and financial analysis, and overseeing permitting and zoning.

Further experience and references provided upon request.



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C9

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPOINTMENTS TO THE HOUSING AND COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Department: Assistant City Manager

Ordinance/Resolution: 08-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 08-13, appointing Arno Illig, Calvin Rinne and Bradley Bricker to the Housing and Community Development Advisory Committee to Position Nos 1, 6 and 8 respectively.

Summary:

The term for Position Nos. 6 and 8 expired December 31, 2012, held by William Spencer and Jason Heineman. Also, Position No. 1, held by Deborah Beck, was vacated when Ms. Beck submitted her resignation in January 2013.

Housing and Community Development Advisory Committee Chair Nordgren and Council Liaison Anderson are recommending the appointment of Arno Illig to Position No. 1 to fulfill the unexpired term to December 31, 2013; appoint Calvin Rinne to Position No. 6 and Bradley Bricker to Position No. 8 with three-year terms or until December 31, 2015.

The application of Kyle Palmer was also considered for an appointment.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Proposed Resolution
- 2) Recommendation and Applications

City Manager Approved:

Johnson, Cindy
Jan 30, 14:35:29 GMT-0800 2013

RESOLUTION NO. 08-13

A RESOLUTION of the City of Richland confirming the position appointments of Arno Illig, Calvin Rinne and Bradley Bricker to the Housing and Community Development Advisory Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following position appointments to the Housing and Community Development Advisory Committee are hereby confirmed:

<u>NAME</u>	<u>ADDRESS</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
<u>Appointments</u>			
Arno Illig	907 Wright Ave	1	12/31/13
Calvin Rinne	102 Oakland St	6	12/31/15
Bradley Bricker	1976 Birch Ave	8	12/31/15

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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C10

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPRECIATION FOR SERVICE ON THE HOUSING & COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Department: Assistant City Manager

Ordinance/Resolution: 09-13 to 11-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution Nos. 09-13, 10-13 and 11-13, expressing appreciation to Jason Heineman, William Spencer and Deborah Beck for service on the Housing and Community Development Advisory Committee (HCDAC).

Summary:

Jason Heineman was appointed to the HCDAC in June 2009 and served until his term expired in December 2012.

William Spencer was appointed to the HCDAC in January 2010 and served until his term expired in December 2012.

Deborah Beck was appointed to the HCDAC in March 2011 and served until her resignation in January 2013.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Resolutions of Appreciation

City Manager Approved:

Johnson, Cindy
Jan 30, 14:37:43 GMT-0800 2013

RESOLUTION NO. 09-13

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Jason Heineman for the service he rendered to the City as a member of the Housing and Community Development Advisory 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 Jason Heineman, their appreciation for the service he rendered to the City during his tenure as a member of the Housing and Community Development Advisory 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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney

RESOLUTION NO. 10-13

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to William Spencer for the service he rendered to the City as a member of the Housing and Community Development Advisory 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 William Spencer, their appreciation for the service he rendered to the City during his tenure as a member of the Housing and Community Development Advisory 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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney

RESOLUTION NO. 11-13

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Deborah Beck for the service she rendered to the City as a member of the Housing and Community Development Advisory 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 Deborah Beck, their appreciation for the service she rendered to the City during her tenure as a member of the Housing and Community Development Advisory 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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C11

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: SIX MONTH EXTENSION OF MEDICAL CANNABIS COLLECTIVE GARDEN MORATORIUM

Department: City Attorney

Ordinance/Resolution: 12-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 12-13, extending the medical cannabis collective garden moratorium until June 19, 2013.

Summary:

Following the public hearing related to medical cannabis collective gardens, the City Attorney recommends Council adopt the proposed resolution extending the collective gardens moratorium. By Resolution No. 105-12 adopted by Council on December 4, 2012, the moratorium was extended, subject to there being a resolution containing Findings of Fact accompanied by a public hearing. The attached resolution contains such Findings of Fact as required by law. Council has been provided periodic updates relating to the legalization of small amounts of marijuana as passed by Initiative I-502 in November of 2012. While recreational use of marijuana and the issue of medical cannabis collective gardens are separate issues, growing or selling marijuana, as provided in the Collective garden bill, is still illegal even for medical purposes under federal law.

At this time, the City has a regulation, RMC 5.04.175, Unlawful Business Not Authorized, which prohibits the issuance of a business license for any purpose which is illegal under a local, state, or federal law. The cities of Pasco and Kennewick have a similar ordinance which prohibits allowing any zoning action for a purpose which is illegal under a local, state or federal law. In an abundance of caution, extending the moratorium until direction from Planning Commission on a similar land regulation being implemented in Richland will provide similar protection to Richland as in the other two cities. Upon receipt of a recommendation from the Planning Commission, the Council can consider an ordinance similar to Pasco's and Kennewick's relating to an illegal zoning action. A report will be provided in February to the Planning Commission. The moratorium may then be terminated.

The attached resolution contains Findings and Conclusions reflecting the Council's determination to extend the current moratorium on medical cannabis collective gardens until June 19, 2013. It is recommended the Council adopt this resolution with its findings for an extension to the moratorium.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Res. No. 12-13 Collective garden moratorium extension

City Manager Approved:

Amundson, Jon
Feb 01, 11:43:48 GMT-0800 2013

RESOLUTION NO. 12-13

A RESOLUTION of the City of Richland, Washington,
extending the July 19, 2011 moratorium prohibiting medical
cannabis collective gardens in all zoning district within the
City for an additional six months.

WHEREAS, the Washington legislature by Engrossed Second Substitute Senate Bill 5073 (the Medical Cannabis Bill) provided for the establishment of state regulated medical cannabis dispensaries and collective cannabis gardens to provide a source of medical cannabis for qualifying patients. However, Washington Governor Christine Gregoire vetoed significant portions of the Bill including all state agency regulations of the production, processing and distribution of medical cannabis; and

WHEREAS, as a response to the Governor's veto the legislature attempted, in the last hours of the 2011 legislative session, to introduce Senate Bill 9555 addressing the concerns raised by the governor's veto, however, this Bill did not survive the closing of the legislative session and, therefore, further legislative action is unlikely until the convening of the 2013 legislature; and

WHEREAS, the veto of major sections of the Medical Cannabis Bill has resulted in great confusion as to the its application and future legislation including Initiative 502, which Initiative, now that it has been voted into law, raises additional issues relative to the availability of medical cannabis; and

WHEREAS, news articles in 2013 indicate that the new Washington Governor and the new Washington Attorney General have been in recent discussion with high-level Federal authorities on the most acceptable methods of implementing I-502 including the growth and production of marijuana in the state of Washington; and

WHEREAS, the City of Richland passed Ordinance 06-11 in February, 2011 which prohibited issuing a business license for an activity which was unlawful under local, state, or Federal regulations and which is codified as RMC 5.04.175.

WHEREAS, Resolution 38-11 was adopted by the Richland City Council on July 19, 2011 establishing a moratorium prohibiting medical cannabis gardens and said moratorium was retained with Council's adoption of Resolution 58-11 on September 20, 2011 and

WHEREAS, Resolution 12-12 was adopted on January 17, 2012 extending the moratorium for and additional six months; and

WHEREAS Resolution 46-12 was adopted June 19, 2012 extending the moratorium for six months; and

WHEREAS, Resolution 105-12 was adopted December 4, 2012 extending the moratorium for an additional six months subject to holding a public hearing; and

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

Section 1.0 PUBLIC HEARING. A public hearing held February 5, 2013 in the City Council Chambers of the Richland City Hall is for the purpose of receiving evidence, comments and testimony of those wishing to speak on extending the moratorium.

Section 2.0 FINDINGS. Following the public hearing, the City Council shall adopt Findings of Fact justifying its actions and determine whether an additional work plan is necessary to address the issues involving the collective gardens for medical cannabis within the City of Richland. The City makes the following findings:

Section 2.1 The City of Richland does not currently provide regulatory provisions addressing the conditions or locations of collective cannabis gardens within the City.

Section 2.2 A moratorium was first imposed on July 19, 2011 prohibiting the establishment, maintenance, cultivation, or operation of a collective garden for growing medical cannabis as defined by Section 1, Subsection 2 of the Engrossed Second Substitute Senate Bill 5073 and RCW 69.51A.010 as amended, with all zoning districts within the City of Richland; and a moratorium was imposed on the filing with the City, or the courts of competent jurisdiction, any applications for licenses, permits, or other approvals for the location of a collective garden as defined above during the term of this moratorium as it is now being extended.

Section 2.3 At a public hearing held on January 17, 2012, a report from staff was provided on the issues of concern related to collective medical cannabis gardens including the confusion created at the state and federal levels of government on the most appropriate means of handling prescription marijuana issues.

Section 2.4 The City Council finds that zoning, licensing and permitting regulations should be established at the local level pending review of appropriate locations and other requirements for collective gardens, including the impacts of state legislation and its interaction with federal law, which must be compared and analyzed. Council recognizes the need for regulation to avoid claims of land use vesting should a collective grow be in an inappropriate location.

Section 2.5 The City must ensure that proposed locations for collective gardens are appropriate, and that any potential secondary impacts arising from the collective gardens are minimized and mitigated. These secondary impacts include, but are not limited to burglaries or property damage associated with the medical cannabis maintained on site, or an increase of

other illegal activities, such as drug use within the vicinity of collective medical cannabis gardens.

Section 2.6 The Richland Police Department has expressed concerns that collective medical cannabis gardens will invite vandalism, theft and trespass issues, and compromise neighborhood safety and has expressed the need for development of regulations that will minimize these expected impacts, including limiting gardens to inside grow operations.

Section 2.7 During the period of time from the Adoption of Resolution 38-11 implementing the moratorium, the City Attorney has monitored and reviewed numerous ordinances, resolutions and newspaper articles relating to this issue from throughout Washington, Oregon, California and Colorado. Further, substantial discussion of the disarray of the law in this area, including conflicting Federal and Washington state law issues, has occurred at the local level with staff. An ongoing dialogue and discussion of the state of marijuana laws in Washington has continued since the adoption of this moratorium.

Section 2.8 Council takes notice that continued public discussion of this matter acknowledges ongoing conflict between state and Federal laws relating to medical cannabis. This includes what appear to be disjointed efforts to enforce the Federal law. Information regarding the adoption of land use ordinances in other local communities which prohibit any use of property which is in violation of a local, state or Federal law, has been provided by the City Attorney in the attached Staff Report.

Section 2.9 City Council adopted Ordinance 06-11 which is presently as RMC 5.04.175 to prohibit licensing of any business activity that is illegal or unlawful under a local, state or Federal law.

Section 2.10 As required by RCW 36.70A.390, the Richland City Council provided for and held a Public Hearing on this matter on February 5, 2013. Following the Public Hearing and in consideration of the staff report provided, Council makes the following Conclusion of Law:

Section 3.0 **Conclusions of Law.** In consideration of the above findings of fact, information provided at the public hearing held on February 5, 2013, and the reports provided by the City Attorney during the pendency of this moratorium, the Richland City Council concludes that all pre-requisites for extending the moratorium on medical cannabis collective gardens have been met and the moratorium is properly extended until June 19, 2013, unless sooner revised. Upon adoption of an ordinance as set forth in Findings 2.8 above, prohibiting a land use in violation of any local, state or Federal law, Council will be requested to terminate this moratorium.

Section 4.0 **Moratorium Extended.** The moratorium first established by Resolution 38-11 is extended until June 19, 2013 by prohibiting the establishment, maintenance, cultivation, or operation of a collective garden for growing medical cannabis as defined by ESSSB 5073 and RCW 69.51.010 as amended, within all zoning districts of the City of Richland. This extension is based upon the above Findings of Fact.

Section 5.0 Effective **Date.** This Resolution shall be in full force and effect upon its passage and signature below.

ADOPTED by the City Council of the City of Richland, at a regular meeting on the 5th day of February, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C12

Key Element: Key 3 - Economic Vitality

Subject: DEFINING THE LOCAL REVITALIZATION PROJECT LIST

Department: Community and Development Services

Ordinance/Resolution: 13-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution 13-13 to define the list of eligible projects available for Local Revitalization Financing in the Revitalization Area for Industry, Science and Education.

Summary:

On October 18, 2011, the Richland City Council passed Resolution 68-11, implementing the Revitalization Area for Industry, Science and Education (the "RAISE"), which identified \$8,500,000 in capital improvements to be funded by Local Revitalization Financing. The City received Local Revitalization Financing approval from the Department of Revenue in 2010, who also awarded \$330,000 annually in State increment tax revenues. The State funds are matched with \$330,000 annually in local funding, with \$234,000 coming from the City, \$73,000 from Benton County, and \$23,000 from the Port of Benton.

At their November 27, 2012, workshop meeting, staff met with Council to discuss the bond issuance. The \$8,500,000 in capital improvements was a conservative estimate of the size of the bond that could be supported from the anticipated revenue of \$660,000 per year over 25 years. Due largely to lower interest rates, that same amount of revenue will support a bond issuance yielding approximately \$11,300,000 in net proceeds. At that workshop, Council directed staff to work towards the larger bond issuance and review projects with the CIP Subcommittee.

Staff has not met with the CIP Subcommittee, but has identified several projects that could be used with the additional funding. These projects including the extension of Battelle Boulevard to open the western portion of the Horn Rapids Industrial Park to further development, the extension of Robertson Drive to Kingsgate Way to complete the initial development of the Horn Rapids Business Center and redevelopment of Salk Avenue within the Port of Benton's Richland Innovation Center to spur further development within the Research District.

In preparing the bond issuance, Bond Counsel recommended and drafted the attached Resolution. The Resolution further defines the project list approved by Council through Resolution 68-11 and meets the requirements of the bond issuance. Staff still intends to meet with the CIP Subcommittee and Council provides final approval before the City proceeds with any of the listed Capital Projects.

Fiscal Impact?

☒ Yes ☐ No

Adopting the Resolution supports a higher bond issuance for Local Revitalization financed projects but it does not affect the annual funding for debt service adopted by Council through previous actions.

Attachments:

1) RES 13-13 Local Revitalization

City Manager Approved:

Amundson, Jon
Feb 01, 11:43:42 GMT-0800 2013

RESOLUTION NO. 13-13

A RESOLUTION of the City of Richland implementing Local Revitalization Financing within the Revitalization Area for Industry, Science and Education.

WHEREAS, on August 25, 2009 Richland City Council passed Ordinance No. 28-09, which created and established the Revitalization Area for Industry, Science and Education (the "RAISE"); and

WHEREAS, on September 1, 2010, the City of Richland submitted a Local Revitalization Financing application to Washington State Department of Revenue to capture increment tax revenues generated within the RAISE to put toward public infrastructure projects within that same area; and

WHEREAS, the City's application estimated that tax increments pledged towards the RAISE would generate \$660,000 annually, providing approximately \$8,500,000 in bond proceeds to use towards public infrastructure improvements; and

WHEREAS, on November 29, 2010 the Washington State Department of Revenue notified the City that the State had approved the Local Revitalization Financing application and awarded \$330,000 annually in State increment tax revenues towards the project; and

WHEREAS, on September 7, 2011 the City recorded an Interlocal Agreement with Benton County whereby the County agreed to provide a portion of its tax increment revenues generated within the RAISE to put toward public infrastructure projects within that same area, not to exceed \$73,500 annually; and

WHEREAS, on September 7, 2011 the City recorded an Interlocal Agreement with Port of Benton whereby the Port agreed to provide a portion of its tax increment revenues generated within the RAISE to put toward public infrastructure projects within that same area, not to exceed \$23,000 annually; and

WHEREAS, the RAISE is located in north Richland and contains within its boundaries portions of the Tri-Cities Research District, the Port of Benton Manufacturing Mall and the Horn Rapids Industrial Park; and

WHEREAS, in 2011, the City issued commercial building permits within the RAISE in excess of \$19,000,000; and

WHEREAS, in 2012, the City issued commercial building permits within the RAISE in excess of \$16,000,000; and

WHEREAS, under Department of Finance procedures for Local Revitalization Financing, the commercial building permit issuances will generate approximately \$1,575,000 in State tax increment revenues; and

WHEREAS, tax increment revenues in any one calendar year in excess of the \$330,000 annual award can be carried forward into future years; and

WHEREAS, under RCW 39.104.110(1), the City may issue bonds to finance public improvements using local revitalization financing, if: “(a)(i) The ordinance adopted by the sponsoring local government creating the revitalization area and authorizing the use of local revitalization financing indicates an intent to incur this indebtedness and the maximum amount of this indebtedness that is contemplated; and (ii) The sponsoring local government includes this statement of intent in all notices required by RCW 39.104.040; or (b) The sponsoring local government adopts a resolution, after opportunity for public comment, that indicates an intent to incur this indebtedness and the maximum amount of this indebtedness that is contemplated.”

WHEREAS, the City has developed a more refined list of public improvements to be financed, all of which are within the broad descriptions that were originally included in Ordinance No. 28-09, the related notices and the City’s application to the Department of Revenue.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington that the City intends to incur indebtedness, to be financed using local revitalization financing under chapter 39.104 RCW, in the following maximum principal amounts for the following public improvements:

Description of Project	Estimated Principal Amount
Extension of water, sewer, power and roads in the Horn Rapids Industrial Park including the development of the Logston utility corridor, the extension of Robertson Avenue, the extension of 1 st Street and the extension of Battelle Boulevard.	\$9,200,000
Development of a fiber optic backbone within the RAISE serving the Tri-Cities Research District and the Horn Rapids Industrial Park.	\$1,050,000
Road improvements, streetscapes and undergrounding utilities within the Richland Innovation Center, including improvements to Fermi Drive, Curie Street and Salk Avenue.	\$1,750,000
Total	\$12,000,000

ADOPTED by the City Council of the City of Richland, at a regular meeting on the 5th day of February, 2013.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

Bond Counsel



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C13

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPOINTMENT TO THE CODE ENFORCEMENT BOARD: POLLY PARTON

Department: Assistant City Manager

Ordinance/Resolution: 14-15

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 14-13, appointing Polly Parton to the Code Enforcement Board to Position No. 2.

Summary:

Position No. 2 on the Code Enforcement Board (CEB) was recently vacated by the resignation of Eric McGarrah.

CEB Chair Bell and Council Liaison Kent conducted interviews for the position and are recommending the appointment of Polly Parton to complete the unexpired term of Position No. 2, until May 1, 2014.

The applications of Bernie Beldin and Bert Sawyer were also considered for appointment.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Proposed Resolution
- 2) Recommendation and Application

City Manager Approved:

Amundson, Jon
Feb 01, 11:47:20 GMT-0800 2013

RESOLUTION NO. 14-13

A RESOLUTION of the City of Richland confirming the position appointment of Polly Parton to the Code Enforcement Board.

BE IT RESOLVED by the City Council of the City of Richland that the following position reappointments to the Code Enforcement Board are hereby confirmed:

<u>Appointment NAME</u>	<u>ADDRESS</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Polly Parton	403 Adair Dr.	2	5/1/14

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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

Marcia Hopkins
City Clerk

THOMAS O. LAMPSON
City Attorney

Barham, Debby

From: Kent, Sandra
Sent: Wednesday, January 30, 2013 2:49 PM
To: Barham, Debby
Cc: Wehner, Alfred; Lampson, Tom; Wayne Bell; Fulton, Toni; Fox, John; Johnson, Cindy; Hopkins, Marcia
Subject: Result of CEB Interviews - Scheduled for 1/29/13

On Tuesday, January 29, 2013, Wayne Bell, Code Enforcement Board Chair, and I interviewed all three individuals who applied for the open board position. The standard interview process was followed. Additionally, no conflicts of interest were identified. As a result of this process, we would recommend that Ms. Polly Parton be appointed to the Code Enforcement Board.

If you require any additional information, please let us know.

Council Member Sandra Kent

Sent from Sandei's iPad.

On Jan 25, 2013, at 11:51 AM, "Barham, Debby" <dbarham@CI.RICHLAND.WA.US> wrote:

Good Afternoon,

Thank you Wayne, Sandra and Tom for getting back with me so quickly to confirm the interview date and time.

The attached memorandum will provide you with the details regarding the interview schedule, candidate information and interview questions.

Please feel free to contact me if you need anything else. My phone number is 942-7388 and email is dbarham@ci.richland.wa.us.

Best Regards,

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

<Memo - Interview Schedule for 012913m.pdf>

Board Application Form

Select the Board, Commission, or Committee applying for:: Code Enforcement Board

First Name: Polly

Last Name: Parton

Street Address: 403 Adair Dr.

City,State,Zip: Richland, Wa. 99352

Contact Number: 509-551-3818

Alternate Number: 509-736-0433

Email Address: polly.parton@yahoo.com

Length of Residency in City of Richland: 6 years

Occupation: Demand Planner ConAgra Foods (Lamb Weston)

Education: BA WSU

Experience Applicable to the City Board, Commission or Committee to which you are applying: I have no specific experience. I am interested in ways to be involved with the community. I volunteer on the Benton Truancy Board and also the League of Women Voters

Are you currently serving on a Board, Commission, or Committee?: No

If yes, which:

Have you served on a Board, Commission, or Committee before?: No

If yes, which:

I accept: checked

A resume may not be required, however it is highly recommended.: No file was uploaded

RECEIVED

DEC 3 1 2012

RICHLAND CITY CLERK



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C14

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPRECIATION FOR SERVICE ON THE CODE ENFORCEMENT BOARD: ERIC MCGARRAH

Department: Assistant City Manager

Ordinance/Resolution: 15-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 15-13, expressing appreciation to Eric McGarrah for his service on the Code Enforcement Board.

Summary:

Eric McGarrah was appointed to the Code Enforcement Board June 2010 and served until his resignation October 2012.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Resolution

City Manager Approved:

Amundson, Jon
Feb 01, 11:47:27 GMT-0800 2013

RESOLUTION NO. 15-13

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Eric McGarrah for the service he rendered to the City as a member of the Code Enforcement Board.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Eric McGarrah, their appreciation for the service he rendered to the City during his tenure as a member of the Housing and Community Development Advisory 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 5th day of February 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C15

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ACCEPT THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY (WATPA) GRANT

Department: Police Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize staff to accept and make the appropriate budget adjustments in the amount of \$35,450 from the WATPA PSA, Equipment, Innovative Programs Grant.

Summary:

The Tri-Cities law enforcement agencies and prosecuting attorney's offices were awarded a mini-grant (6-month) to work cooperatively in an effort to investigate, apprehend and prosecute auto theft suspects. This mini-grant is to support PSAs, equipment, and innovative programs reduce the number of auto thefts locally and regionally.

Participating agencies include the police departments of Richland, Kennewick, Pasco and West Richland; the Benton and Franklin County Sheriff's offices and the Benton and Franklin County Prosecuting Attorney's offices. The grant amount is \$35,450 effective January 1, 2013 to June 30, 2013.

A core group of investigators have been identified that work closely together to investigate incidents of auto theft from the Tri-Cities and lower Yakima Valley. The investigators associate as a network and work collaboratively to assist with the problem of motor vehicle thefts impacting all of the jurisdictions. Richland will act as the sponsoring agency for the grant and will disburse the funds on a reimbursement basis.

Fiscal Impact?

☒ Yes ☐ No

Grant revenues and corresponding expenditures or reimbursements to participating jurisdictions will be accounted for in the General Fund. No net impact on fund balance.

Attachments:

City Manager Approved:

Amundson, Jon
Feb 01, 11:42:22 GMT-0800 2013



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C16

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AUTHORIZE COUNCIL TRAVEL

Department: Assistant City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize Travel for Mayor John Fox and Council Members, Lemley, Anderson and Christensen.

Summary:

The Regional Chamber Legislative Trip to Olympia takes place February 7-8, 2013. Participants of this trip will have the opportunity to meet with lawmakers to promote the Tri-Cities region for regional projects that benefit our community. Mayor Fox and Council Members Lemley and Anderson plan to attend.

The following week, February 13-14, 2013, the Association of Washington Cities (AWC) will have their City Legislative Action Conference. Council Member Phil Lemley plans to attend. The focus of this conference will be to learn more about the state budget crisis, how it will impact the cities, hear what the new Inslee administration is thinking and how it may impact the City of Richland, visit with legislators and encourage support of city priorities and network with peers and AWC lobbyists.

The Ben-Franklin Transit Board have requested that Council Member Christensen attend the APTA Legislative Conference in Washington DC to meet with members of Congress, Hill staff, Administrative officials and Washington opinion makers to support local public transportation issues. The conference will take place from March 10-13, 2013.

The Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Council Members request permission for out-of-state travel, when travel expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact?
☒ Yes ☐ No

Expenses to attend the Regional Chamber Legislative Trip to Olympia for Mayor Fox and Council Members Lemley and Anderson are \$1,050. As part of the AWC Board of Directors, expenses for the AWC Legislative Action Conference will be covered by AWC for Council Member Lemley's participation. The Ben-Franklin Transit Board will cover expenses for Council Member Christensen.

Attachments:

City Manager Approved:

Johnson, Cindy
Jan 17, 11:21:00 GMT-0800 2013



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C17

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AGREEMENT WITH A-ONE REFRIGERATION & HEATING, INC. FOR WEATHERWISE PARTICIPATION

Department: Energy Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute an agreement with A-One Refrigeration and Heating, Inc. for participation in the City's Weatherwise Program.

Summary:

City authorized contractors install energy conservation improvements for Richland electric customers under the Energy Services Department's energy efficiency Weatherwise Program. Typical energy conservation improvements include heat pumps, replacement windows, appliances, and building insulation.

The agreement specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements. A-One Refrigeration and Heating, Inc. of Kennewick, WA, has met all contractual requirements and with approval will be added as an authorized contractor for the City's Weatherwise Program.

Contractors seeking weatherization work within Richland go through a uniform process to qualify. This process includes satisfactorily completing an application, meeting the licensing, insurance and bonding requirements, fee payment, Energy Services' weatherization program orientation, introduction to energy conservation staff, etc. Once approved by City Council, their name is placed on a reference list. Utility customers inquiring about qualified contractors are provided this list of approved contractors. Contractors must maintain their licenses, bonding, etc., in order to remain on the list. Utility staff make no recommendations whatsoever to customers. The one-time fee is intended to cover administrative costs. There are no fiscal impacts to the City.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Agreement

City Manager Approved:

Johnson, Cindy
Jan 30, 14:36:39 GMT-0800 2013



CITY AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2013, between the City of Richland, Benton County, Washington, hereinafter referred to as the "City", and A-One Refrigeration & Heating, hereinafter referred to as "Contractor".

WITNESSETH:

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures available through the City of Richland's Weatherwise Service. It is understood that no verbal agreements between the Owner, Contractor, and the City will supersede this Agreement.
2. Term - The term of this Agreement shall be for one year from the above date, and shall be automatically renewed annually unless ten (10) days written notice of intent to terminate is given by either party. Either party may terminate this agreement without cause at any time upon ten (10) days written notice to the other party.
3. Procedure - The City and Contractor share the responsibility to market the Weatherwise Service. The City shall market the Weatherwise Service including City Authorized Contractors through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that is due to the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may use its own client lists and sales leads to solicit participation in the Weatherwise Service.

The Contractor may market the Weatherwise Service and their status as a City Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.

The Contractor's performance goal shall be to consistently obtain a sales amount equal to or in excess of the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the ESD's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this agreement. The marketing plan shall be subject to City review and acceptance.

No work will be authorized without the Owner's completion of the City's Weatherwise Application and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine the building meets the City's Eligibility Criteria and indicate such on the Weatherwise Proposal. The Contractor is responsible to identify and inform the City and owner of all required actions that do not qualify for payment under the Weatherwise Service. The Contractor shall only propose materials and equipment that are pre-approved by the City. The availability of energy conservation measures in the Contractor's Proposal are not approved by the City until City inspection acceptance.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Furthermore, Owners of residences must be provided electric service by the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed must be approved in writing by the City and Owner. Reductions in the scope of work and cost may be made and the Weatherwise Statement may be revised upon City installation acceptance without requiring a revision to the Loan Agreement.

Contractor shall not commence work on an Owner's residence until an authorized City representative has released the Notice To Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection acceptance within one-hundred and twenty (120) days from the date of the City Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation cost. The City may cancel the Loan Agreement for just cause and shall not be responsible for any Owner or Contractor damages.

Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. After the City gives notice to proceed to the Contractor, if the work is canceled by the Owner or City, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.

7. Warranty - Contractor warrants that the work and materials furnished under this agreement shall comply with accepted industry standards and the requirements established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time for a health and safety concern. All other City requirements may be revised semi-annually.

If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. The Contractor shall provide a written warranty for the sealed insulated glass units and heat pump to the City and Owner. The foregoing warranties shall survive any inspection the City may elect to make.

8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then, invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken for this Agreement.

All material and workmanship shall be subject to inspection, examination and test by duly authorized agents of the City at any and all times during or after installation of materials. Such inspection will verify the home meets one of the Eligibility Criteria and the energy conservation measures are available and meet all City material and installation requirements. At the time of inspection, the Owner and Contractor must be present.

The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. In the event the Contractor fails or refuses to correct any defect, as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor or take such other steps as it deems appropriate.

The City reserves the right to levy penalty charges for reinspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect reinspection penalty charges which are outstanding and past due from subsequent Contractor payments for completed work.

If the Contractor fails to pass all work on the third inspection, in consultation with the Owner, the City may correct the work and deduct the cost from the amount due the Contractor. The Owner may submit a written complaint within five business

days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the ESD a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.

9. Indemnification/Hold Harmless - The Contractor shall defend, indemnify and hold harmless the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising or issuing out of or in connection with this Agreement, except as may be caused by the sole negligence or willful conduct on the part of the City.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file nor by failure to pay any materialmen or by the failure to pay the materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.

If Contractor does file, or permit to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have, may take such action as in its opinion may be deemed necessary or advisable so as to remove such lien, and Contractor shall reimburse the City for all expenses, including attorney's fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.

Advance City permission to file such liens may be obtained on a case by case basis under certain conditions. Contractor requests to file such liens shall be made in writing to the ESD. The request shall identify the reason for the lien such as the Owner failure to pay the Contractor within a mutually agreed to time period.

11. Insurance and Bonding - The Contractor shall procure and maintain for the duration of this 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 Contractor, their agents, representatives, employees or subcontractors. The Contractor's insurance shall be primary insurance as respect the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. The Contractor shall provide a Certificate of Insurance evidencing:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
 - B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability. Any payment of deductible or self insured retention shall be the sole responsibility of the Contractor.
 - C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
 - D. Contractor and all subcontractors will provide the City with a performance bond covering all work performed under this Agreement, in an amount of not less than \$10,000. The bond will be in a form acceptable to the City and will name the City as obligee and must be from a company registered to do business in the State of Washington. These certificates shall contain a provision that coverages afforded shall not be canceled or changed until at least thirty (30) days after prior written notice has been given to the City. The City shall have the right, at its sole discretion, to require additional Performance bonding at any time for any Contractor whose total City funding of jobs in progress would exceed \$10,000. The City can then require additional bonding up to the total of jobs proposed to be authorized before these jobs are given a Notice To Proceed.
12. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, certifications and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City Authorized Heat Pump Contractor. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
- Copies of all required permits and certification, including but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit and insulation certification shall be attached to the invoice for each completed job. The Contractor may be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
13. Subcontractors - Contractor shall not subcontract any of the work to be performed hereunder without advance written consent of the City. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor

performing any portion of the work under this Agreement, or any person directly or indirectly employed by them, and nothing contained herein shall create any contractual relationship between subcontractors and the City.

Respecting any contract, the Contractor may subcontract or sublet only such part or parts of the work covered by said contract as the City may approve. Subcontractors solely for the convenience or profit of the Contractor may not be approved if, as determined by the City, they would have an adverse effect upon the job. The City shall be the sole judge of such effect. The Contractor shall submit to the ESD all requests to subcontract work, including the name of the proposed Subcontractor, for review and approval in writing by the City.

14. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner is prohibited and may be subject to Federal Law. Bid rigging or bid collusion may be subject to triple damages under Federal Law.
15. Cleanup - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, such as but not limited to tools, scaffolding, equipment and materials. Upon completion of work, Contractors shall leave the premises in a condition satisfactory to the City and the Owner. In the event the Contractor fails, after reasonable notice to comply with any of the foregoing in a prompt and workmanlike manner, the City may, after such notice, perform the cleanup work and removal at the expense of the Contractor.
16. Independent Contractor - Contractor is an Independent Contractor. This is not an Agreement of Partnership, Agency, or Employment of Contractor or any of the Contractor's employees by the City. It is understood and agreed that the equipment used and personnel employed by Contractor in performing this Agreement shall at all time be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City nor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he is an agent of the City or associated or affiliated with the City in any capacity other than as an Independent Contractor.
17. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
18. Survival - The provision covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation or expiration of this Agreement.
19. City Authorized Contractor List - The City Authorized Contractor List will be posted as an alphabetized list of authorized contractors.

20. Violations - If the City has reason to believe that the Contractor is in violation of this agreement, the ESD shall notify the Contractor in writing of the violation setting forth the nature of such violation. Within thirty (30) days of receipt of such notice, or such longer period specified by the ESD, Contractor shall respond in writing that the violation has been cured or provide a cure plan that satisfies the ESD or provide explanations in refutation or excuse with documentation to support the alleged violation did not occur. If the violation has not been cured within the time allowed, in the Engineering and Utility Services Director's reasonable judgment, the Contractor may be removed from the City Authorized Contractor list.

If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under Contractor's control, the period of time in which Contractor must cure the violation may be temporarily extended by the ESD in writing for such additional time reasonably necessary to complete the cure, provided that (i) Contractor shall have promptly commenced the cure, and (ii) Contractor is diligently pursuing its efforts to cure in the ESD's reasonable judgment. If the violation has not been cured within the extended time allowed, in the Engineering and Utility Services Director's reasonable judgment, the Contractor may be removed from the City Authorized Contractor list.

In the event a Contractor's name is removed from the City Authorized Contractor list, the Contractor may request to be reinstated on the list by curing violation(s) of this agreement or provide a cure plan that satisfies the ESD.

The ESD may authorize a Contractor that has been voluntarily or involuntarily removed from the City Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners but not enjoy the benefits of being listed as a City Authorized Contractor.

21. Amendments - The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated into the Agreement by reference and may be periodically amended by the City. When written changes to referenced documents are issued by an authorized City representative, they shall be incorporated in this agreement. Other changes required by the City or Contractor may require amendment of this Agreement.
22. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and pre-fabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible to take proper precautions to protect their employees, the Owners and their tenants from the release of asbestos fibers into the environment. If any area of a structure has had any asbestos removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor, then the City shall be notified. Any structure that is known or suspected to have had asbestos removed shall be considered as

contaminated until decontamination has been performed and certified and written documentation accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible to determine and document if the scope of work will affect or disturb asbestos on the City's Proposal form.

23. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or personally participated in the activities which form the subject of this Agreement while still employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.
24. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the Federally-legislated Americans with Disabilities Act of 1990. Based on the Act, the City requires the Contractor to certify that they will adhere to and promote the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of agreements with any subcontractor with whom they contract.
25. Notices - All notices required to be given to the Contractor or City under this Agreement shall be in writing and shall be deemed served:
 - A. When delivered by hand or by Federal Express or similar service during normal business hours; or
 - B. When mailed via certified mail, return receipt requested.

Notices shall be given to the following:

If to the City:

Bob Hammond, Energy Services Director
City of Richland
P.O. Box 190, MS-21
840 Northgate
Richland, WA 99352

If to the Contractor:

Kyle A. Hagen, Owner
A-One Refrigeration & Heating
1611 W. Kennewick Ave.
Kennewick, WA 99336
Business Phone: (509) 586-7613
Business Fax: (509) 586-7981

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this agreement, and the parties have entered into the City Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

A-ONE REFRIGERATION & HEATING

Cynthia D. Johnson, City Manager

Authorized Representative Signature

Date

Print Name of Representative

APPROVED AS TO FORM:

Date

Thomas O. Lampson, City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, the City of Richland, Benton County, Washington, a municipal corporation, hereinafter designated as the "City" has entered into the City Authorized Contractor Agreement with the Contractor identified below, hereinafter designated as the "Contractor", providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Resource Management office and by this reference is made a part hereof.

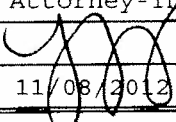
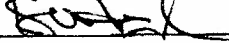
NOW, THEREFORE, We, the undersigned Contractor, as principal, and undersigned Surety, a corporation organized and existing under and by virtue of the laws of the State identified below, and duly authorized to do a Surety business in the State of Washington, as Surety, are held and firmly bound unto the State of Washington and the City in the sum of ten thousand dollars (\$10,000) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.


THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representative or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said City Authorized Contractor Agreement and shall faithfully perform all of the provisions of said Agreement, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors and material men and all persons who shall supply such person or subcontractor with provisions and supplies for carrying on such work, and shall indemnify and save harmless the City, their officers, and agents from any and all claims, actions or damage of every kind and description including attorney's fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor, AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said City within a period of two years from the date of inspection acceptance of such work by said City, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the City Authorized Contractor Agreement shall in any way affect Contractor or Surety's obligation on this performance bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder. This performance bond shall not be cancelled or changed until at least thirty (30) days after prior written notice has been given to the City.

This performance bond is furnished in pursuance of the requirements of Section 54.04.080 et. seq. of the Revised Code of Washington, and, in addition to other obligations herein contained, is made, executed and delivered by the Contractor and Surety to the City for the use and benefit of said City together with all laborers, mechanics, subcontractors, material men and all persons who supply such person or subcontractors with provision and supplies for the carrying on of the work covered by the City Authorized Contractor Agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said Surety have caused this performance bond to be signed and sealed by their duly authorized officers on the date specified below.

Performance Bond Number:		3632348	
Surety Name:		Great American Insurance Company	
Surety Mailing Address:		300 E 4th St, Cincinnati, OH 45202	
Surety Phone Number:		513-369-5000	
Date this Performance Bond Effective:		11/07/2012	
Date this Performance Bond Expires:		Date:	Or <input checked="" type="checkbox"/> Continuous Until Cancelled
State Surety Organized and Existing:		Ohio	
Surety Officer Name (Print):		Mercedes Trokey-Moudy	
Surety Officer Title:		Attorney-In-Fact	
Surety Officer Signature:			
Surety Officer Endorsement Date:		11/08/2012	
City Authorized Contractor Name:		A-One Refrigeration & Heating Inc	
Contractor Mailing Address:		1611 W Kennewick Ave, Kennewick, WA 99336	
Contractor Phone Number:		509-586-7613	
Contractor Officer (Print):		Kle Hagen	
Contractor Officer Title:		President	
Contractor Officer Signature:			
Contractor Officer Endorsement Date:			



Space Above for Surety Seal

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4th STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than one

No 3632348

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Mercedes Trokey-Moudy	17544 Midvale Avenue N, Suite 300 Seattle, WA 98133	\$10000---

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29th day of June, 2009.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29th day of June, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Groshiem

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of November, 2012.



S1029Y (03/11)

Atty L C. B.
Assistant Secretary



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C18

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AGREEMENT WITH MARK VINCENT CONSTRUCTION FOR WEATHERWISE PROGRAM PARTICIPATION

Department: Energy Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute an agreement with Mark Vincent Construction for participation in the City's Weatherization Program.

Summary:

City authorized contractors install energy conservation improvements for Richland electric customers under the Energy Services Department's energy efficiency Weatherwise Program. Typical energy conservation improvements include heat pumps, replacement windows, appliances, and building insulation.

The agreement specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements. Mark Vincent Construction of Pasco, WA, has met all contractual requirements and with approval will be added as an authorized contractor for the City's Weatherwise Program.

Contractors seeking weatherization work within Richland go through a uniform process to qualify. This process includes satisfactorily completing an application, meeting the licensing, insurance and bonding requirements, fee payment, Energy Services' weatherization program orientation, introduction to energy conservation staff, etc. Once approved by City Council, their name is placed on a reference list. Utility customers inquiring about qualified contractors are provided this list of approved contractors. Contractors must maintain their licenses, bonding, etc., in order to remain on the list. Utility staff make no recommendations whatsoever to customers. The one-time fee is intended to cover administrative costs. There are no fiscal impacts to the City.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Agreement

City Manager Approved:

Johnson, Cindy
Jan 30, 14:37:05 GMT-0800 2013



CITY AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2013, between the City of Richland, Benton County, Washington, hereinafter referred to as the "City", and Mark Vincent Construction, hereinafter referred to as "Contractor".

WITNESSETH:

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures available through the City of Richland's Weatherwise Service. It is understood that no verbal agreements between the Owner, Contractor, and the City will supersede this Agreement.
2. Term - The term of this Agreement shall be for one year from the above date, and shall be automatically renewed annually unless ten (10) days written notice of intent to terminate is given by either party. Either party may terminate this agreement without cause at any time upon ten (10) days written notice to the other party.
3. Procedure - The City and Contractor share the responsibility to market the Weatherwise Service. The City shall market the Weatherwise Service including City Authorized Contractors through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that is due to the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may use its own client lists and sales leads to solicit participation in the Weatherwise Service.

The Contractor may market the Weatherwise Service and their status as a City Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.

The Contractor's performance goal shall be to consistently obtain a sales amount equal to or in excess of the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the ESD's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this agreement. The marketing plan shall be subject to City review and acceptance.

No work will be authorized without the Owner's completion of the City's Weatherwise Application and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine the building meets the City's Eligibility Criteria and indicate such on the Weatherwise Proposal. The Contractor is responsible to identify and inform the City and owner of all required actions that do not qualify for payment under the Weatherwise Service. The Contractor shall only propose materials and equipment that are pre-approved by the City. The availability of energy conservation measures in the Contractor's Proposal are not approved by the City until City inspection acceptance.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Furthermore, Owners of residences must be provided electric service by the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed must be approved in writing by the City and Owner. Reductions in the scope of work and cost may be made and the Weatherwise Statement may be revised upon City installation acceptance without requiring a revision to the Loan Agreement.

Contractor shall not commence work on an Owner's residence until an authorized City representative has released the Notice To Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection acceptance within one-hundred and twenty (120) days from the date of the City Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation cost. The City may cancel the Loan Agreement for just cause and shall not be responsible for any Owner or Contractor damages.

Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. After the City gives notice to proceed to the Contractor, if the work is canceled by the Owner or City, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.

7. Warranty - Contractor warrants that the work and materials furnished under this agreement shall comply with accepted industry standards and the requirements established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time for a health and safety concern. All other City requirements may be revised semi-annually.

If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. The Contractor shall provide a written warranty for the sealed insulated glass units and heat pump to the City and Owner. The foregoing warranties shall survive any inspection the City may elect to make.

8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then, invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken for this Agreement.

All material and workmanship shall be subject to inspection, examination and test by duly authorized agents of the City at any and all times during or after installation of materials. Such inspection will verify the home meets one of the Eligibility Criteria and the energy conservation measures are available and meet all City material and installation requirements. At the time of inspection, the Owner and Contractor must be present.

The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. In the event the Contractor fails or refuses to correct any defect, as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor or take such other steps as it deems appropriate.

The City reserves the right to levy penalty charges for reinspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect reinspection penalty charges which are outstanding and past due from subsequent Contractor payments for completed work.

If the Contractor fails to pass all work on the third inspection, in consultation with the Owner, the City may correct the work and deduct the cost from the amount due the Contractor. The Owner may submit a written complaint within five business

days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the ESD a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.

9. Indemnification/Hold Harmless - The Contractor shall defend, indemnify and hold harmless the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising or issuing out of or in connection with this Agreement, except as may be caused by the sole negligence or willful conduct on the part of the City.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file nor by failure to pay any materialmen or by the failure to pay the materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.

If Contractor does file, or permit to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have, may take such action as in its opinion may be deemed necessary or advisable so as to remove such lien, and Contractor shall reimburse the City for all expenses, including attorney's fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.

Advance City permission to file such liens may be obtained on a case by case basis under certain conditions. Contractor requests to file such liens shall be made in writing to the ESD. The request shall identify the reason for the lien such as the Owner failure to pay the Contractor within a mutually agreed to time period.

11. Insurance and Bonding - The Contractor shall procure and maintain for the duration of this 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 Contractor, their agents, representatives, employees or subcontractors. The Contractor's insurance shall be primary insurance as respect the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. The Contractor shall provide a Certificate of Insurance evidencing:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
 - B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability. Any payment of deductible or self insured retention shall be the sole responsibility of the Contractor.
 - C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
 - D. Contractor and all subcontractors will provide the City with a performance bond covering all work performed under this Agreement, in an amount of not less than \$10,000. The bond will be in a form acceptable to the City and will name the City as obligee and must be from a company registered to do business in the State of Washington. These certificates shall contain a provision that coverages afforded shall not be canceled or changed until at least thirty (30) days after prior written notice has been given to the City. The City shall have the right, at its sole discretion, to require additional Performance bonding at any time for any Contractor whose total City funding of jobs in progress would exceed \$10,000. The City can then require additional bonding up to the total of jobs proposed to be authorized before these jobs are given a Notice To Proceed.
12. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, certifications and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City Authorized Heat Pump Contractor. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
- Copies of all required permits and certification, including but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit and insulation certification shall be attached to the invoice for each completed job. The Contractor may be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
13. Subcontractors - Contractor shall not subcontract any of the work to be performed hereunder without advance written consent of the City. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor

performing any portion of the work under this Agreement, or any person directly or indirectly employed by them, and nothing contained herein shall create any contractual relationship between subcontractors and the City.

Respecting any contract, the Contractor may subcontract or sublet only such part or parts of the work covered by said contract as the City may approve. Subcontractors solely for the convenience or profit of the Contractor may not be approved if, as determined by the City, they would have an adverse effect upon the job. The City shall be the sole judge of such effect. The Contractor shall submit to the ESD all requests to subcontract work, including the name of the proposed Subcontractor, for review and approval in writing by the City.

14. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner is prohibited and may be subject to Federal Law. Bid rigging or bid collusion may be subject to triple damages under Federal Law.
15. Cleanup - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, such as but not limited to tools, scaffolding, equipment and materials. Upon completion of work, Contractors shall leave the premises in a condition satisfactory to the City and the Owner. In the event the Contractor fails, after reasonable notice to comply with any of the foregoing in a prompt and workmanlike manner, the City may, after such notice, perform the cleanup work and removal at the expense of the Contractor.
16. Independent Contractor - Contractor is an Independent Contractor. This is not an Agreement of Partnership, Agency, or Employment of Contractor or any of the Contractor's employees by the City. It is understood and agreed that the equipment used and personnel employed by Contractor in performing this Agreement shall at all time be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City nor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he is an agent of the City or associated or affiliated with the City in any capacity other than as an Independent Contractor.
17. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
18. Survival - The provision covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation or expiration of this Agreement.
19. City Authorized Contractor List - The City Authorized Contractor List will be posted as an alphabetized list of authorized contractors.

20. Violations - If the City has reason to believe that the Contractor is in violation of this agreement, the ESD shall notify the Contractor in writing of the violation setting forth the nature of such violation. Within thirty (30) days of receipt of such notice, or such longer period specified by the ESD, Contractor shall respond in writing that the violation has been cured or provide a cure plan that satisfies the ESD or provide explanations in refutation or excuse with documentation to support the alleged violation did not occur. If the violation has not been cured within the time allowed, in the Engineering and Utility Services Director's reasonable judgment, the Contractor may be removed from the City Authorized Contractor list.

If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under Contractor's control, the period of time in which Contractor must cure the violation may be temporarily extended by the ESD in writing for such additional time reasonably necessary to complete the cure, provided that (i) Contractor shall have promptly commenced the cure, and (ii) Contractor is diligently pursuing its efforts to cure in the ESD's reasonable judgment. If the violation has not been cured within the extended time allowed, in the Engineering and Utility Services Director's reasonable judgment, the Contractor may be removed from the City Authorized Contractor list.

In the event a Contractor's name is removed from the City Authorized Contractor list, the Contractor may request to be reinstated on the list by curing violation(s) of this agreement or provide a cure plan that satisfies the ESD.

The ESD may authorize a Contractor that has been voluntarily or involuntarily removed from the City Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners but not enjoy the benefits of being listed as a City Authorized Contractor.

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contaminated until decontamination has been performed and certified and written documentation accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible to determine and document if the scope of work will affect or disturb asbestos on the City's Proposal form.

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P.O. Box 190, MS-21
840 Northgate
Richland, WA 99352

If to the Contractor:

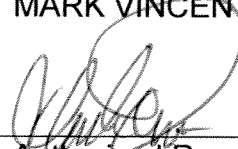
Mark Vincent
Mark Vincent Construction
P.O. Box 2844
Pasco, WA 99302
Business Phone: (509) 545-9694
Business Fax: (509) 546-4935
Contact Email: terry@markvincentconstruction.com

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this agreement, and the parties have entered into the City Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

MARK VINCENT CONSTRUCTION

Cynthia D. Johnson, City Manager



Authorized Representative Signature

Date

MARK VINCENT

Print Name of Representative

APPROVED AS TO FORM:

1/17/13

Date

Thomas O. Lampson, City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, the City of Richland, Benton County, Washington, a municipal corporation, hereinafter designated as the "City" has entered into the City Authorized Contractor Agreement with the Contractor identified below, hereinafter designated as the "Contractor", providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Resource Management office and by this reference is made a part hereof.

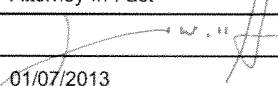
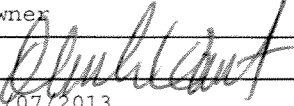
NOW, THEREFORE, We, the undersigned Contractor, as principal, and undersigned Surety, a corporation organized and existing under and by virtue of the laws of the State identified below, and duly authorized to do a Surety business in the State of Washington, as Surety, are held and firmly bound unto the State of Washington and the City in the sum of ten thousand dollars (\$10,000) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representative or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said City Authorized Contractor Agreement and shall faithfully perform all of the provisions of said Agreement, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors and material men and all persons who shall supply such person or subcontractor with provisions and supplies for carrying on such work, and shall indemnify and save harmless the City, their officers, and agents from any and all claims, actions or damage of every kind and description including attorney's fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor, AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said City within a period of two years from the date of inspection acceptance of such work by said City, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the City Authorized Contractor Agreement shall in any way affect Contractor or Surety's obligation on this performance bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder. This performance bond shall not be cancelled or changed until at least thirty (30) days after prior written notice has been given to the City.

This performance bond is furnished in pursuance of the requirements of Section 54.04.080 et. seq. of the Revised Code of Washington, and, in addition to other obligations herein contained, is made, executed and delivered by the Contractor and Surety to the City for the use and benefit of said City together with all laborers, mechanics, subcontractors, material men and all persons who supply such person or subcontractors with provision and supplies for the carrying on of the work covered by the City Authorized Contractor Agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said Surety have caused this performance bond to be signed and sealed by their duly authorized officers on the date specified below.

Performance Bond Number:	FD1484	
Surety Name:	Contractors Bonding and Insurance Company	
Surety Mailing Address:	PO Box 9271 Seattle WA 98109	
Surety Phone Number:	800-368-2242	
Date this Performance Bond Effective:	01/07/2013	
Date this Performance Bond Expires:	Date:	Or <input checked="" type="checkbox"/> Continuous Until Cancelled
State Surety Organized and Existing:	Washington	
Surety Officer Name (Print):	Jared W. Haff	
Surety Officer Title:	Attorney-In-Fact	
Surety Officer Signature:		
Surety Officer Endorsement Date:	01/07/2013	
City Authorized Contractor Name:	Mark Vincent Construction, LLC	
Contractor Mailing Address:	P.O. Box 2844 Pasco WA 99302	
Contractor Phone Number:	509-545-9694	
Contractor Officer (Print):	Mark Vincent	
Contractor Officer Title:	Owner	
Contractor Officer Signature:		
Contractor Officer Endorsement Date:	01/07/2013	

Space Above for Surety Seal



Contractors Bonding and Insurance Company
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint:

Charles E. Hudon, Karen E. Alley, Pamela L. Thurman, Johanna E. Zerb, Jared W. Haff, Jacqueline F. Hernandez, jointly or severally

in the City of Pasco, State of Washington its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of June, 2012.

State of Washington }
County of King } SS



Contractors Bonding and Insurance Company

Roy C. Die Vice President

CERTIFICATE

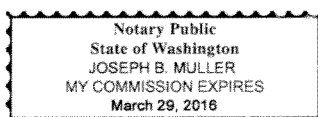
On this 1st day of June, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 7th day of January, 2013.

Joseph B. Muller
Joseph B. Muller Notary Public

Contractors Bonding and Insurance Company

Roy C. Die Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conover Insurance 1804 West Lewis Street Pasco WA 99301	CONTACT NAME: JoBeth Zerb, ACSR, CPIW, CISR PHONE (A/C, No, Ext): (509) 545-3800 FAX (A/C, No): (509) 547-7960 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety Company NAIC # 36951 INSURER B: Ohio Security Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Mark Vincent Construction, LLC P.O. Box 2844 Pasco WA 99302	

COVERAGES

CERTIFICATE NUMBER: 2012 Certificate

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CCP767585	5/17/2012	5/17/2013	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	X	BAS55146312	5/17/2012	5/17/2013	PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CCP767585	5/17/2012	5/17/2013	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			Stop Gap			E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Richland is included as an additional insured.

Blanket Additional Insured w/completed operations CG2037 0704, Waiver of Subrogation CG2404 05 09, Per Project Aggregate CG2503 05 09 included in the policy forms.

CERTIFICATE HOLDER

CANCELLATION

City of Richland
P.O. Box 190
Richland, WA 99352

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chuck Hudon/JOBETH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All covered projects of the insured.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C19

Key Element: Key 7 - Housing and Neighborhoods

Subject: APPROVAL OF AMENDMENT TO THE BADGER MOUNTAIN VILLAGE SETTLEMENT AGREEMENT

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize City Manager to sign an amendment to the Badger Mountain Village Settlement Agreement.

Summary:

In March of 2012, the City entered into a settlement agreement with Wolff Enterprises and the neighborhood groups that had filed suit against the City regarding the construction of the Badger Mountain Village apartments located south of Westcliffe Boulevard and east of Gala Way in South Richland. Under the agreement, the surrounding homeowners dropped any further action against the construction of a 176 unit apartment complex on Phase III of the Badger Mountain Village Planned Unit Development (PUD). In exchange, the agreement restricted development on the remaining 15 acres of undeveloped land (Phase IV) to a total of 15 single family dwellings and a City Park. In fulfillment of another provision of the agreement, the City purchased three acres located at the southeast corner of Westcliffe Boulevard and Gala Way for a future neighborhood park.

More recently, the Richland School District identified the remaining 12 acres as a desirable location for a future elementary school. Since the current settlement agreement would prohibit a school on this site, the District has been working with the parties who signed the original settlement agreement to obtain their approval. The District has held several meetings in these neighborhoods and has found broad support for a new school on this site. Wolff Enterprises, the Applewood and Brantingham Greens Homeowners Associations and the Neelys and the Laudisios, have already signed the proposed amendment to the agreement. This leaves the City as the only remaining party needed to approve an amendment.

In addition to the amendment, the School District will also have to obtain approval of a rezone application to allow the property to be used as a school site. The District has already filed an application for a rezone which is scheduled to be heard by the Planning Commission on February 27th. The Commission's recommendation will be forwarded onto Council for a final decision. In signing the amendment, the City is not obligating itself to approval of the rezoning, as there is specific language in the amendment acknowledging that the City is not committing itself to a specific course of action in regard to the rezone application. While the signatories to the original agreement do support the amendment, there may be other area residents that do not. Those individuals will have the opportunity to bring their comments forward through the public hearing that is part of the rezoning process.

Fiscal Impact?

☒ Yes ☐ No

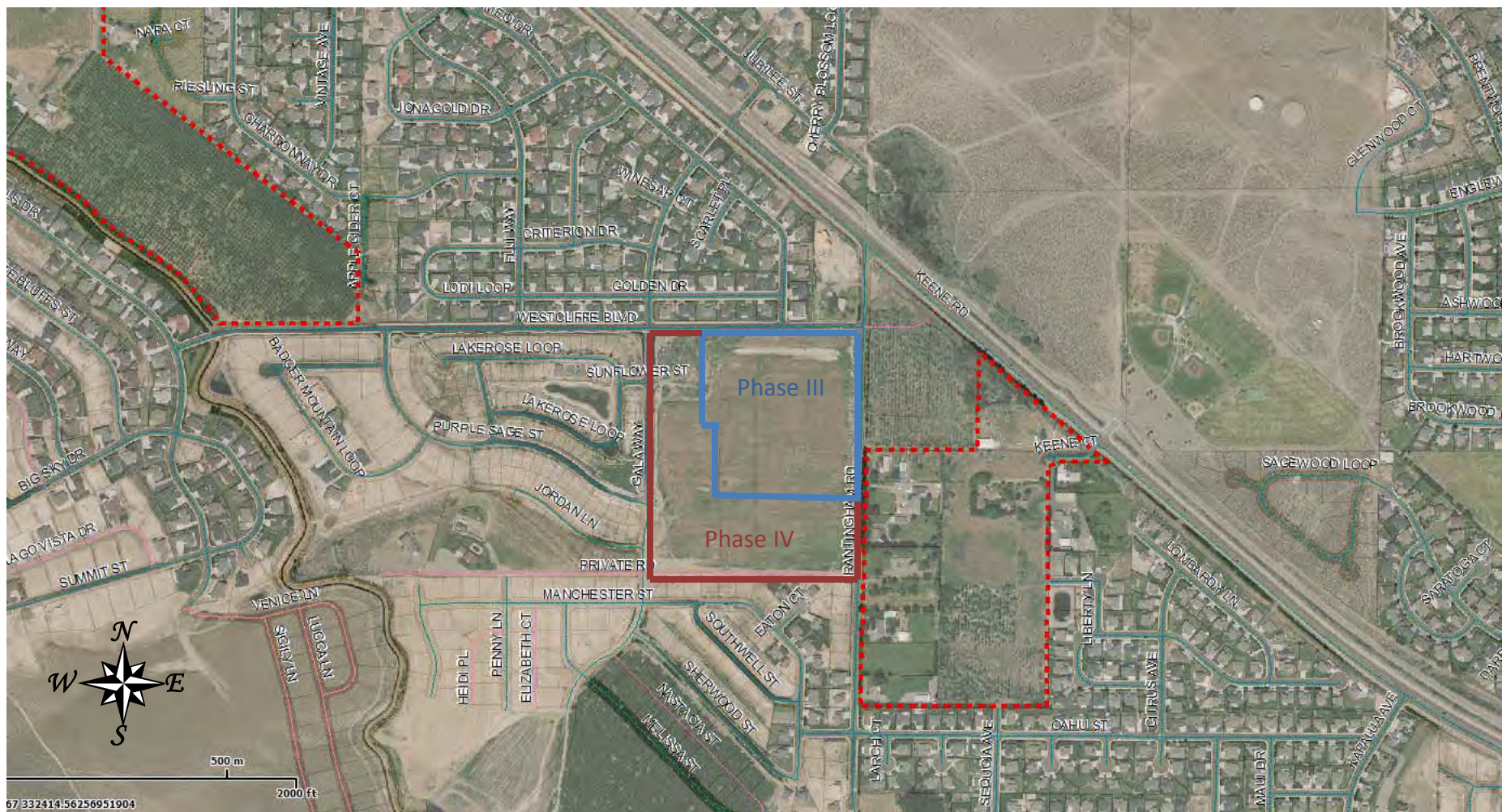
If the School District acquires the 15 acres for a school, this property will become tax exempt and slightly reduce the City's tax base. The reduction to current property tax revenues would be approximately \$2,500. This should more than be offset by expected new development in the area.

Attachments:

- 1) Vicinity Map
- 2) Site Plan
- 3) Existing Agreement
- 4) Proposed Amendment to Agreement

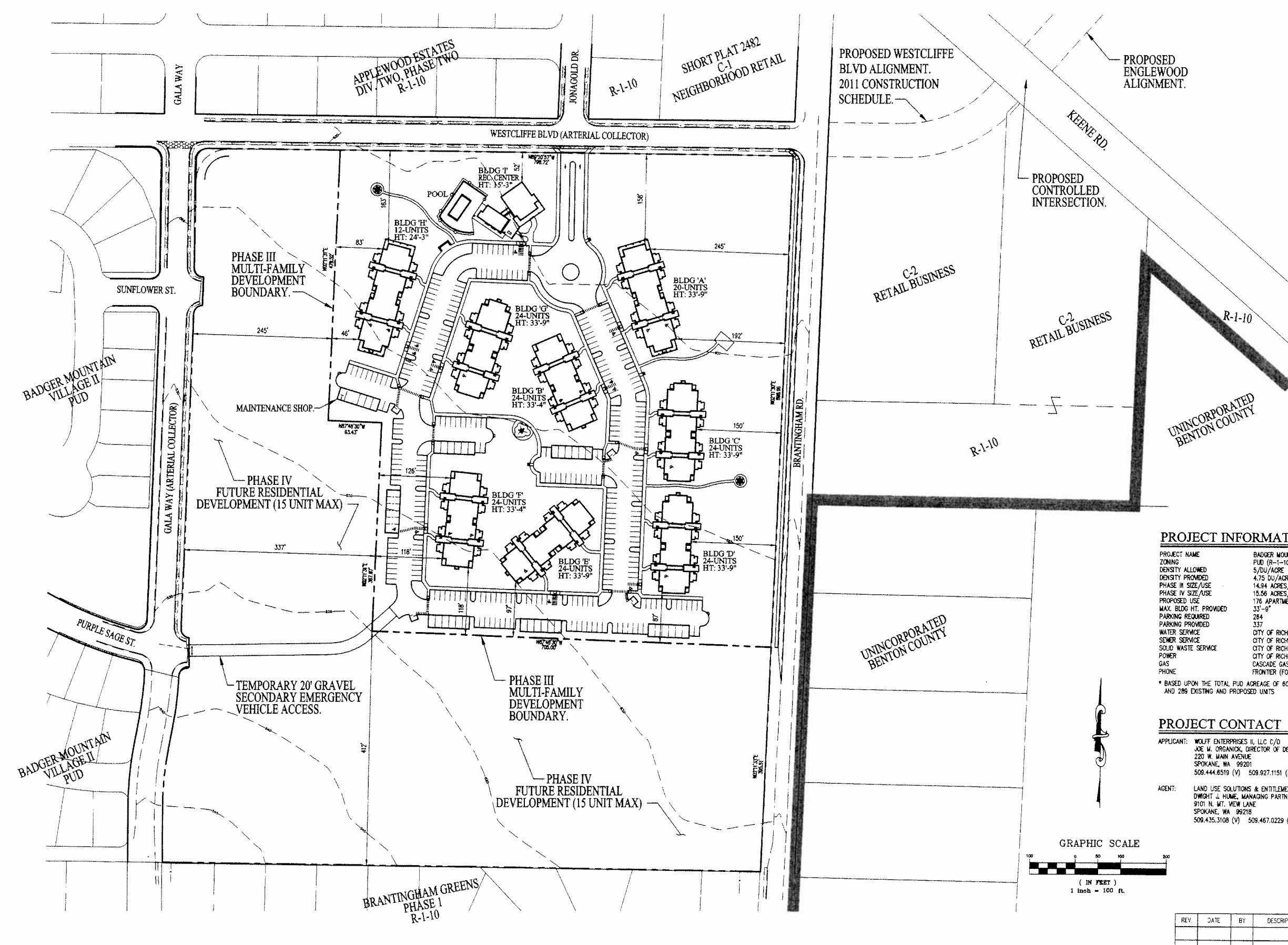
City Manager Approved:

Amundson, Jon
Feb 01, 11:42:55 GMT-0800 2013



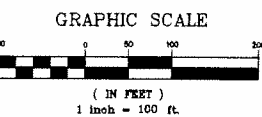
Badger Mt. Village PUD

BADGER MOUNTAIN VILLAGE PHASE III & IV



PROJECT INFORMATION	
PROJECT NAME	BADGER MOUNTAIN VILLAGE PHASE III & IV
ZONING	PUD (R-1-10)
DENSITY ALLOWED	5/10/ACRE
DENSITY PROVIDED	4.75 DU/ACRE*
PHASE III SIZE/USE	14.94 ACRES/176 APARTMENT UNITS
PHASE IV SIZE/USE	15.56 ACRES/VACANT 15 RESIDENTIAL UNITS PENDING
PROPOSED USE	176 APARTMENT UNITS AND RECREATION BLDG
MAX. BLDG HT. PROVIDED	33'-9"
PARKING REQUIRED	284
PARKING PROVIDED	337
WATER SERVICE	CITY OF RICHLAND
SEWER SERVICE	CITY OF RICHLAND
SOLID WASTE SERVICE	CITY OF RICHLAND
POWER	CITY OF RICHLAND
GAS	CASCADE GAS
PHONE	FRONTIER (FORMERLY VERIZON)
* BASED UPON THE TOTAL PUD ACREAGE OF 60.8 ACRES AND 289 EXISTING AND PROPOSED UNITS	

PROJECT CONTACT	
APPLICANT:	WOLFF ENTERPRISES II, LLC C/O JOE M. ORGANICK, DIRECTOR OF DEVELOPMENT 220 W. MAIN AVENUE SPOKANE, WA 99201 509.444.8519 (V) 509.927.1151 (F)
AGENT:	LAND USE SOLUTIONS & ENTITLEMENT LLC C/O DWAYNE J. HUME, MANAGING PARTNER 9101 N. MT. MEW LANE SPOKANE, WA 99218 509.435.3108 (V) 509.467.0229 (F)



REV.	DATE	BY	DESCRIPTION

J.R. BONNETT ENGINEERING
CIVIL AND STRUCTURAL CONSULTING AND DESIGN
803 E. 3RD AVENUE
SPOKANE, WASHINGTON 99202
(509) 534-3829 / FAX (509) 534-4014

BADGER MOUNTAIN
VILLAGE PHASE III & IV
451 WESTCLIFFE BLVD
RICHLAND, WA

PUD
SITE PLAN



DATE
MAY 2011
DRAWN BY
CSR
DESIGN BY
CSR
JOB NO.
10-034.10

SHEET NO.
C1.1



Filed for Record at Request of and
copy returned to:

LUKINS & ANNIS, P.S.
1600 Washington Trust Financial Center
717 W Sprague Ave.
Spokane, WA 99201-0466
Attention: April L. Anderson

01148-3943
STEWART TITLE OF THE TRI-CITIES

RESTRICTIVE COVENANT

ABBREVIATED LEGAL DESCRIPTION OF ENCUMBERED PROPERTY: PTN SECTION 27,
TOWNSHIP 9 NORTH, RANGE 28 EAST

Tax Account No.: Ptn. 1-2798-400-0001-011

THIS RESTRICTIVE COVENANT ("Restrictive Covenant") is made this 10th day of May, 2012, by and between BADGER MOUNTAIN APARTMENTS I, LLC, a Washington limited liability company, BADGER MOUNTAIN APARTMENTS II, LLC, a Washington limited liability company, and BADGER MOUNTAIN APARTMENTS III, LLC, a Washington limited liability company (collectively, "Badger Mountain").

Badger Mountain owns a parcel of property located in Benton County, Washington, legally described in Exhibit A hereto ("Property").

Applewood Estates Homeowners Association, Brantingham Greens Homeowners Association, Ross Neeley and Mary Joanne Neeley, and Michael Laudisio and Sheila Laudisio (collectively, the "Neighbors"), Badger Mountain, Wolff Enterprises II, LLC, and the City of Richland, Washington entered into a Settlement and Release Agreement on March 26, 2012 ("Settlement Agreement"), pursuant to which the parties thereto agreed to resolve and settle all claims between them related to the lawsuit filed by the Neighbors in the Superior Court of Washington in and for the County of Benton (Cause No. 10-2-02601-8) subject to the terms set forth in the Settlement Agreement.

In connection with the Settlement Agreement, Badger Mountain desires to establish certain restrictive covenants to burden the Property for the benefit of the Neighbors as more particularly set forth in this Restrictive Covenant.

The Property is subject to that certain Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Badger Mountain Village, recorded on September 1, 2010, under Benton County Auditor's recording number 2010-025035 ("Declaration").

NOW, THEREFORE, Badger Mountain agrees and declares as follows:

1. Recitals. All of the recitals above are incorporated by reference as though fully set forth herein.

2. Submission of Property: Binding Effect. Badger Mountain hereby submits the Property to all of the provisions herein and declares that no portion of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied or improved except subject to this Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall bind Badger Mountain, its successors, assigns and all subsequent owners of the Property or any portion thereof, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, and any other party having any right, title or interest in the Property or any portion thereof. Any conveyance, transfer, sale, assignment, lease or sublease of all or any portion of the Property shall and is hereby deemed to incorporate by reference all of the provisions of this Restrictive Covenant.

3. Enforceability. This Restrictive Covenant, and the terms and provisions hereof, is enforceable only by Badger Mountain, its successors, assigns and all subsequent owners of the Property or any portion thereof, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, and any other party having any right, title or interest in the Property or any portion thereof, and the Neighbors.

4. Restrictive Covenants. Badger Mountain hereby declares that the Property, and every portion thereof, shall be subject to the following restrictive covenants:

(a) Only single-family, detached residences may be constructed on any portion of the Property.

(b) No more than fifteen (15) single-family residences may be constructed on the Property.

(c) Each single-family residence constructed on the Property shall consist of a minimum of two thousand three hundred (2,300) square feet, excluding the attached garage.

(d) If and when the Property is subdivided, each lot or parcel thereof shall consist of a minimum of twenty thousand (20,000) square feet of real property.

(e) If and when the Property is subdivided, any and all lots or parcels located on the southerly portion of the Property that abut any lots within Brantingham Greens subdivision shall be configured to place the backyards of any single-family residences to be constructed thereon against the existing backyards of the homes located on such lots within the Brantingham Greens subdivision.

(f) If and when the Property is subdivided, any single-family residences constructed on any of the lots or parcels located on the southerly portion of the Property that abut any lots within Brantingham Greens subdivision shall be restricted to a single-story above ground; however, the foregoing restriction shall not prohibit the construction of any "look-out" or similar type of basement configuration.

(g) Any structures constructed with in the twenty-five (25) foot portion of the Property described on the attached Exhibit B shall be limited to a maximum vertical height of six feet (6').

5. Other Uses. Nothing in this Restrictive Covenant shall limit or prohibit the use of any portion of the Property for open space, gardens, lawns, playgrounds or similar uses, in the sole discretion of Badger Mountain, or for any other purposes not inconsistent herewith.

6. Sidewalk/Walking Path. On the subdivision plat of the Property, Badger Mountain (or its successors or assigns) shall dedicate a sidewalk or walking path for pedestrian use, which sidewalk or walking path shall be located generally at the end of the proposed new residential street to Brantingham and shall create a sidewalk/walking path from Brantingham to Gala Way.

7. Attorneys Fees; Venue. In the event of any dispute involving interpretation of this Restrictive Covenant or alleged default under this Restrictive Covenant by a person or persons entitled to enforce this Restrictive Covenant, the nonprevailing party shall be responsible for and shall pay any and all reasonable attorneys fees and costs, or expenses incurred by the other party by reason of such default or dispute, whether or not a legal action is filed, including those, if any, on appeal. This Restrictive Covenant shall be governed by the laws of the State of Washington. Venue for any dispute arising out of or related to this Restrictive Covenant shall be in Benton County, Washington.


8. Not a Public Dedication. The easements and dedications made and established by this Restrictive Covenant shall be for the benefit of and restricted solely to the use of Grantor and the Neighbors, and their respective members, managers, agents, employees, guests and invitees, and shall be used only for the purposes described herein. Nothing contained in this Restrictive Covenant shall be deemed to be a public dedication of any portion of the Property described herein in the general public or for the general public or for any public purposes whatsoever.

[signature page follows]

Badger Mountain has executed this Restrictive Covenant as of the first date written above.

**BADGER MOUNTAIN APARTMENTS I,
LLC, a Washington limited liability company**

By: Badger Mountain Apartments Manager, LLC

By: 
Its: Alvin J. Wolff, Jr., Manager

**BADGER MOUNTAIN APARTMENTS II,
LLC, a Washington limited liability company**

By: 
Its: Alvin J. Wolff, Jr., Manager

**BADGER MOUNTAIN APARTMENTS III,
LLC, a Washington limited liability company**

By: 
Its: Alvin J. Wolff, Jr., Manager

THE FOREGOING RESTRICTIVE COVENANT IS HEREBY CONSENTED TO BY:

BADGER MOUNTAIN VILLAGE INVESTMENTS, LLC,
a Washington limited liability company, as Declarant under the
Second Amended and Restated Master Declaration of Covenants,
Conditions and Restrictions of Badger Mountain Village,
recorded on September 1, 2010, under Benton County Auditor's
recording number 2010-025035

By: _____
Printed Name: _____
Title: _____
Date: _____

Badger Mountain has executed this Restrictive Covenant as of the first date written above.

**BADGER MOUNTAIN APARTMENTS I,
LLC, a Washington limited liability company**

By: Badger Mountain Apartments Manager, LLC

By: _____
Its: Alvin J. Wolff, Jr., Manager

**BADGER MOUNTAIN APARTMENTS II,
LLC, a Washington limited liability company**

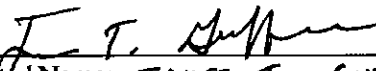
By: _____
Its: Alvin J. Wolff, Jr., Manager

**BADGER MOUNTAIN APARTMENTS III,
LLC, a Washington limited liability company**

By: _____
Its: Alvin J. Wolff, Jr., Manager

THE FOREGOING RESTRICTIVE COVENANT IS HEREBY CONSENTED TO BY:

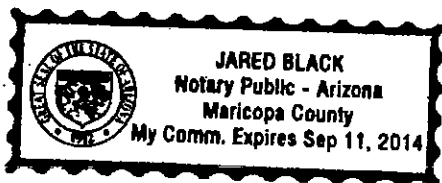
BADGER MOUNTAIN VILLAGE INVESTMENTS, LLC,
a Washington limited liability company, as Declarant under the
Second Amended and Restated Master Declaration of Covenants,
Conditions and Restrictions of Badger Mountain Village,
recorded on September 1, 2010, under Benton County Auditor's
recording number 2010-025035

By: 
Printed Name: JAMES T. GUFFEE
Title: Member and Authorized Signatory
Date: 4/23/2012

State of ~~Washington~~ ARIZONA)
 : ss
County of MARICOPA)

On this 10TH day of MAY 2012, before me personally appeared Alvin J. Wolff, Jr., to me known to be the Manager of Badger Mountain Apartments Manager, LLC, the Manager of BADGER MOUNTAIN APARTMENTS I, LLC, as well as the Manager of BADGER MOUNTAIN APARTMENTS II, LLC and BADGER MOUNTAIN APARTMENTS III, LLC, the limited liability companies that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said companies, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said companies.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

[Signature]
Notary Public JARED B. BLACK (Signature)
(Print Name)

My commission expires: 9/11/2014

EXHIBIT "A"

Property Legal Description

The Property is the following described real property situate in the County of Benton and State of Washington:

[See attached]

**LEGAL DESCRIPTION
PHASE IV**

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A UNITED STATES BUREAU OF RECLAMATION BRASS CAP MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 2°11'30" EAST, A DISTANCE OF 606.31 FEET;

THENCE LEAVING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°20'57" WEST, 30.01 FEET TO A POINT; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF BRANTINGHAM ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WESTCLIFFE BOULEVARD (AUDITOR'S FILE NO. 2005-005967), SAID POINT BEING 30.00 FEET WESTERLY OF THE CENTERLINE OF SAID BRANTINGHAM ROAD AND 30.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID WESTCLIFFE BOULEVARD WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANTINGHAM ROAD, SOUTH 02°11'30" WEST PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 606.21 FEET;

THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANTINGHAM ROAD, SOUTH 02°11'33" WEST PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 262.74 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID PARALLEL LINE, SOUTH 02°11'33" WEST 395.51 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 89°07'23" WEST 1085.37 FEET;

THENCE NORTH 00°09'53" WEST, 93.40 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF A 600.00-FOOT RADIUS, TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS NORTH 89°50'07" EAST), THROUGH A CENTRAL ANGLE OF 10°41'08" FOR AN ARC DISTANCE OF 111.90 FEET;

THENCE NORTH 10°31'15" EAST, 41.34 FEET;

THENCE NORTHERLY ALONG THE ARC OF A 600.00-FOOT RADIUS, TANGENT CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS NORTH 79°28'45" WEST),

THROUGH A CENTRAL ANGLE OF 08°33'42" FOR AN ARC DISTANCE OF 89.66 FEET;

THENCE SOUTH 78°15'09" EAST 30.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GALA WAY AS SHOWN IN BADGER MOUNTAIN VILLAGE PHASE 2A, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 347, RECORDS OF BENTON COUNTY WASHINGTON, SAID POINT ALSO BEING 30.00 FEET EASTERLY OF THE CENTER LINE THEREOF, WHEN MEASURED RADially;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GALA WAY THE FOLLOWING COURSES:

THENCE NORTHEASTERLY, ALONG THE ARC OF A 16.00-FOOT RADIUS, NON TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 87°34'14" EAST), THROUGH A CENTRAL ANGLE OF 93°29'31" FOR AN ARC DISTANCE OF 26.10 FEET;

THENCE NORTH 00°41'31" WEST, 50.36 FEET;

THENCE NORTHWESTERLY, ALONG THE ARC OF 16.00-FOOT RADIUS, NON TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS NORTH 06°24'53" EAST) THROUGH A CENTRAL ANGLE OF 85°32'21" FOR AN ARC DISTANCE OF 23.89 FEET;

THENCE NORTH 01°57'14" EAST, 318.87 FEET;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY OF GALA WAY, SOUTH 88°02'46" EAST 244.02 FEET;

THENCE NORTH 02°11'30" EAST 56.30;

THENCE SOUTH 87°48'30" EAST 93.43 FEET;

THENCE SOUTH 02°11'30" WEST 367.97 FEET;

THENCE SOUTH 87°48'30" EAST 705.00 FEET TO THE SAID TRUE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 12.562 ACRES OF LAND, MORE OR LESS;

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED SEPTEMBER 9, 2010, UNDER AUDITOR'S FILE NUMBER 2010-025947.

Tax Account No.: Ptn. 1-2798-400-0001-011

EXHIBIT "B"

Restricted Building Area

[See attached]

**LEGAL DESCRIPTION
RESTRICTIVE BUILDING AREA
(OVER A PORTION OF PHASE IV)**

A STRIP OF LAND, 25.00 FEET IN WIDTH, LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A UNITED STATES BUREAU OF RECLAMATION BRASS CAP MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 2°11'30" EAST, A DISTANCE OF 606.31 FEET;

THENCE LEAVING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 89°20'57" WEST, 30.01 FEET TO A POINT; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF BRANTINGHAM ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WESTCLIFFE BOULEVARD (AUDITOR'S FILE NO. 2005-005967), SAID POINT BEING 30.00 FEET WESTERLY OF THE CENTERLINE OF SAID BRANTINGHAM ROAD AND 30.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID WESTCLIFFE BOULEVARD WHEN MEASURED AT RIGHT ANGLES;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANTINGHAM ROAD, SOUTH 02°11'30" WEST PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 606.21 FEET;

THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANTINGHAM ROAD, SOUTH 02°11'33" WEST PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 658.25 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE LEAVING SAID PARALLEL LINE, NORTH 89°07'23" WEST 1085.37 FEET;

THENCE NORTH 00°09'53" WEST, 25.00 FEET;

THENCE SOUTH 89°07'23' EAST 1086.40 FEET TO THE LAST SAID PARALLEL LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 02°11'33" WEST 25.01 FEET TO THE SAID TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

FIRST AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT

THIS FIRST AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT ("First Amendment") is entered into as of _____, 2013 ("First Amendment Date"), by and between APPLEWOOD ESTATES HOMEOWNERS ASSOCIATION, BRANTINGHAM GREENS HOMEOWNERS ASSOCIATION, ROSS NEELY and MARY JOANNE NEELY, and MICHAEL LAUDISIO and SHEILA LAUDISIO (collectively, the "Neighbors"), the CITY OF RICHLAND ("City"), and WOLFF ENTERPRISES II, LLC, BADGER MOUNTAIN APARTMENTS I, LLC, BADGER MOUNTAIN APARTMENTS II, LLC, and BADGER MOUNTAIN APARTMENTS III, LLC (collectively, the "Developer"), together all collectively referred to as the "Parties" and each individually referred to as a "Party" in this First Amendment.

The Parties entered into that certain Settlement and Release Agreement, dated March 26, 2012 ("Agreement"). All capitalized terms in this First Amendment that are not defined in this First Amendment will have the definitions ascribed to them in the Agreement.

The Parties desire to amend the Agreement as more particularly set forth in this First Amendment.

NOW, THEREFORE, it is agreed as follows:

1. Phase IV Development Restrictions. The following is hereby added to Section 2(f) of the Agreement.

"Notwithstanding the development restrictions set forth in this Section 2(f), the Parties acknowledge and agree that the Developer or its successors, including, without limitation, the Richland School District No. 400, may apply for permits and other development entitlements required under applicable law to develop and operate a school on the Undeveloped Property, to include, but not be limited to, rezone of the Phase IV land to allow construction of a school; provided that the City does not hereby commit itself to any specific course of action or result in regards to any such applications."

2. No Other Amendments. In all other respects (except as provided in this First Amendment), the Agreement remains unmodified and in full force and effect.

3. Counterparts and Facsimile Signatures. This First Amendment may be executed in counterpart and by facsimile signature.

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment effective as of the First Amendment Date.

Applewood Estates Homeowners Association

By T. V. [Signature]
Name: TONY WALSH
Date: 01-22-2013

Ross Neely and Mary Joanne Neely

By Ross Neely [Signature]
Ross Neely
Date: 1-24-13
By Mary Joanne Neely [Signature]
Mary Joanne Neely
Date: 1-24-2013

Brantingham Greens Homeowners Association

By [Signature]
Name: Cliff Boehm
Date: 22 Jan 2013

Michael Laudisio and Sheila Laudisio

By Michael Laudisio [Signature]
Michael Laudisio
Date: [Signature]
By Sheila Laudisio [Signature]
Sheila Laudisio
Date: 1/24/2013

CITY OF RICHLAND

By _____
Name: _____
Date: _____

WOLFF ENTERPRISES II, LLC

By: _____

Name: _____

Date: _____

**BADGER MOUNTAIN APARTMENTS I,
LLC, a Washington limited liability company**

By: _____

Its: Fritz H. Wolff, Manager

**BADGER MOUNTAIN APARTMENTS II,
LLC, a Washington limited liability company**

By: _____

Its: Fritz H. Wolff, Manager

**BADGER MOUNTAIN APARTMENTS III,
LLC, a Washington limited liability company**

By: _____

Its: Fritz H. Wolff, Manager



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C20

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: MANAGEMENT OF 2013 PROGRAM INCOME FOR HOME AND CDBG BUDGETS

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize staff to accept and redistribute program income during 2013 from Richland's CDBG and on behalf of the Tri-Cities HOME Consortium and authorize staff to make the appropriate budget adjustments.

Summary:

The City is the lead agency for the Tri-Cities HOME Consortium and prepares an annual budget according to the federal HOME grant allocations received. The City administers local HOME Programs and monitors member's programs, including processing all transactions, revenues and expenses. Consortium member budget activity is overseen by Richland for federal reporting purposes. US Department of Housing and Urban Development (HUD) regulations require the lead agency to record program income and spend it before other HOME revenue. The lead agency must allocate program income to the Consortium's current year budget before it can be redistributed to other income eligible applicants.

The City also receives monthly Community Development Block Grant (CDBG) program income from the repayment of Down Payment Assistance Program and Owner Occupied Rehabilitation loans that must be spent before current year funds can be used.

The requested annual authorization for administrative budget adjustments eliminates the need to process monthly requests for Council consideration.

Fiscal Impact?

☒ Yes ☐ No

An annual authorization to accept and redistribute program income to HOME Consortium members and CDBG Programs saves time and administrative costs.

Attachments:

City Manager Approved:

Amundson, Jon
Feb 01, 11:42:14 GMT-0800 2013



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C21

Key Element: Key 2 - Infrastructure & Facilities

Subject: OPERATION AND USE AGREEMENT BETWEEN BENTON PUD AND FIRE AGENCIES

Department: Fire and Emergency Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign to execute and implement the Operation and Use Agreement between the Benton Public Utility District (BPUD), the City of Richland, the City of Kennewick, and the five Fire Protection Districts in Benton County.

Summary:

This Operation and Use Agreement between the Benton PUD, Richland, Kennewick, and the five Fire Protection Districts recognizes three specific considerations between the parties:

- The use of five VHF frequencies that are licensed to the Benton PUD, which they currently do not exercise. The use of these frequencies adds to the number of radio channels available to the fire agencies for their use. It ensures that a group that is actively using the VHF system will maintain and exercise the frequencies in a manner that is required by the FCC for continued licensing.
- Protective actions by fire agencies on Benton PUD property and equipment. This is a normal consideration during firefighting operations and ensures that Benton PUD property and equipment is considered during the setting of firefighting priorities on an incident. This will include ensuring that communications are established with Benton PUD crews so that they may also take suppression actions when it is considered appropriate by the Incident Commander. An important component of this consideration is the annual training and communication between the Benton PUD and the fire agencies for specific training for safe and effective operations.
- A collocation agreement that enables the Cities and Districts to utilize portions of the Benton PUD buildings and towers at sites for VHF infrastructure. This agreement sets a collocation fee that recognizes the value to the Benton PUD of the first two considerations. The collocation agreement is not part of the attached Operation and Use Agreement.

Please note that the final version that has been signed off by the Benton PUD Board will be used to execute this agreement. The attached version contains all of the final agreement language but without the appropriate dates and with some names of Fire Commission Chairs that will be changed for 2013.

Fiscal Impact?

☒ Yes ☐ No

The net fiscal impact to the Cities and Fire Districts is a reduction in costs. The costs relating to the radio licenses adds minimal work to the VHF radio coordinator, fire suppression actions will ensure the Incident Commander considers Benton PUD property and equipment in his/her normal priority setting for the incident, the training will be reciprocal and reduce risk, and the collocation agreement will result in a significant reduction in the costs traditionally paid by the fire agencies through Benton County Emergency Services.

Attachments:

1) Benton PUD & Fire Agencies Operation and Use Agreement

City Manager Approved:

Amundson, Jon
Feb 01, 11:41:59 GMT-0800 2013

After recording return to:

OPERATION AND USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2012, is by and between PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, a Washington municipal corporation ("BPUD"), and the CITY OF RICHLAND, a political subdivision, organized and existing under the laws of the State of Washington; the CITY OF KENNEWICK, a political subdivision, organized and existing under the laws of the State of Washington; BENTON COUNTY FIRE PROTECTION DISTRICT NO. 1, a Washington municipal corporation; BENTON COUNTY FIRE PROTECTION DISTRICT NO. 2, a Washington municipal corporation; BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4, a Washington municipal corporation; BENTON COUNTY FIRE PROTECTION DISTRICT NO. 3, a Washington municipal corporation, also known as PROSSER FIRE DISTRICT NO. 3; BENTON

COUNTY FIRE PROTECTION DISTRICT NO. 5, a Washington municipal corporation; and BENTON COUNTY FIRE PROTECTION DISTRICT NO. 6, a Washington municipal corporation ("Cities and Districts").

WHEREAS, the BPUD is the licensee under the licenses identified on Schedule A attached hereto ("Licenses") issued by the Federal Communication Commission ("FCC"); and

WHEREAS, the BPUD is willing to authorize the Cities and Districts to use the Licenses in exchange for the consideration hereinafter described and under the terms and conditions of this Agreement; now, therefore, IT IS AGREED AS FOLLOWS:

1. AUTHORIZATION AND USE OF LICENSES. Subject to the terms and conditions of this agreement, the BPUD hereby authorizes the Cities and Districts to operate and utilize the Licenses for the operation of mobile radio systems on the frequencies and the locations identified on Schedule A. The Cities and Districts are authorized to allow usage of the Licenses by other emergency response entities within Benton County. The BPUD shall not be obligated to allow usage of any other asset, tangible or intangible, nor shall the BPUD be obligated to transfer or assign the Licenses to the Cities and Districts. Neither party hereto is assuming, and neither party shall be responsible for, any liabilities or obligations of the other, whether arising out of or in connection with

Licenses, or the system operated pursuant thereto, except as stated in this Agreement.

2. TERM.

2.1. The term of this Agreement shall be for a period of twenty-five (25) years commencing _____, 2012, and terminating on _____, 20____, unless sooner terminated pursuant to Subsection 2.2. Upon termination of the Agreement, the Cities and Districts shall discontinue use of the frequency channels upon the effective date of the termination of this Agreement,

2.2. The BPUD may terminate this agreement by providing the Cities and Districts written notice one (1) year in advance of the effective date of the termination. Any member of the Cities and Districts may terminate this agreement by providing the BPUD and the other Cities and Districts written notice one (1) year in advance of the effective date of the termination. If the notice to terminate is given by Benton County Fire Protection District No. 3, Benton County Fire Protection District No. 5, or Benton County Fire Protection District No. 6, the agreement shall continue without the participation of the terminating District. If the notice to terminate is given by the City of Kennewick, the City of Richland, Benton County Fire Protection District No. 1, Benton County Fire Protection

District No. 2, or Benton County Fire Protection District No. 4, the agreement shall terminate in its entirety on the effective date.

3. CONSIDERATION.

3.1 The Cities and Districts shall be responsible for all liabilities associated with the operation and use of the Licenses by the Cities and Districts and those the Cities and Districts authorize to use the licensed frequencies.

3.2 The Licenses shall be utilized with other FCC licenses authorizing the use of radio frequencies to provide area fire departments with radio communications. The BPUD, at its election, at any time during the pendency of this Agreement may request to transition into the Benton Fire agencies' VHF system, in order to access the BPUD frequencies and the frequencies under the City of Richland Fire licenses. The BPUD would join the VHF Fire Agencies User Group as an equal member, participate in the development of any additional VHF Radio Use protocols to ensure compatible and consistent use of channels in the system with the addition of the BPUD, and agree to adhere to the rules and practices established for use of the system in the most current version of the Radio Handbook.

3.3 The Cities and Districts shall take protective actions on BPUD property and equipment as appropriate during fire operations and suppress fires as operational priorities allow within their respective jurisdictions in a timely manner at the expense of the Cities and Districts.

3.4 The parties shall in good faith attempt to enter into a collocation agreement allowing the Cities and Districts to utilize an identified portion of the BPUD's buildings and tower at Jump Off Joe, Prosser Butte and Umatilla Ridge for installation of their equipment used in providing radio communication.

3.5 The parties shall cooperate annually to determine any needed training or communications among the agencies such as electrical hazards and incident command system training.

4. EXTENSION OF AGREEMENT. The Cities and Districts shall have the option to extend this Agreement for a twenty-five (25) year term. The option shall be exercised by the Cities and Districts giving written notice to the BPUD 180 days prior to the end of the initial term. The extended term shall be on the same terms and conditions as set forth herein.

5. REGULATORY RESPONSIBILITY.

5.1 The parties agree to comply with all applicable rules and regulations of the FCC governing the Licenses and specifically agree as follows:

(i) The Cities and Districts shall not represent themselves as the owner of the Licenses;

(ii) Neither the Cities and Districts nor the BPUD shall represent themselves as the legal representative of the other before the FCC;

(iii) The BPUD shall retain control over the operation of the Licenses as may be required to discharge its responsibilities under the rules and regulations of the FCC. However, the Cities and Districts shall, in cooperation with the BPUD, take all actions necessary to keep the Licenses in force and shall prepare and submit to the FCC all reports, applications, renewals, filings or other documents necessary to keep the Licenses in force and in good standing, including the relicensing described in Section 3 hereinabove; and

(iv) The Cities and Districts and the BPUD are familiar with the rules of the FCC regarding a licensee's responsibilities under the Communications Act of 1934 as amended and applicable state regulatory law. All parties desire that this Agreement shall be in compliance with applicable federal and state regulatory law. In the event that the FCC determines that any provision of this Agreement violates any FCC policy or regulation, all parties will make good faith efforts to immediately correct the problem and bring this Agreement into compliance consistent with the intent of this Agreement.

5.2 Restrictive Covenants. During the term of this Agreement, the Cities and Districts (a) shall not permit any liens or encumbrances to attach to the Licenses and shall immediately cure and remove all such liens and encumbrances; (b) shall not take any action which would reasonably be likely to jeopardize the Licenses or the rights of the BPUD under this Agreement; and (c) shall immediately notify the BPUD of any pending or threatened action by the

FCC, a court, governmental agency or third party to suspend, revoke, terminate or challenge the Licenses.

5.3 Proper Licensing. The Cities and Districts shall maintain proper FCC license for all applicable equipment on the Licensee's frequency channels at all times. The BPUD shall execute any and all necessary documents to allow the Cities and Districts to re-license said frequency channels in the BPUD's name.

6. RELATIONSHIP.

6.1 The Cities and Districts and the BPUD agree that their relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employment relationship or franchise between them. The Cities and Districts are not authorized to, and agree that they will not make any warranties or representations, or assume or create any other obligations, on the BPUD's behalf, except as specifically authorized in writing by the BPUD.

6.2 A joint committee will implement this agreement and meet annually to reaffirm the terms of the agreement.

7. INDEMNIFICATION AND WARRANTIES.

7.1 Indemnification. Each party hereto (the "Indemnifying Party") shall indemnify and hold the other parties (the "Indemnified Parties") harmless from any and all claims, damages, or judgments and attorney fees or

other costs of litigation for loss or injuries to person or property caused in whole or in part by the Indemnifying Party or its representatives, as well as the omissions or misrepresentations of the Indemnifying Party of any services provided, regardless of the form of action. Except where caused by another party's sole negligence or willful acts, the Indemnifying Party shall defend on behalf of Indemnified Parties any suit brought against the Indemnified Parties for any such judgment, damage, expense, loss or injury, and the Indemnifying Party shall reimburse the Indemnified Parties for all reasonable, ordinary and necessary attorney's fees and expenses incurred in connection therewith promptly upon a presentation of a statement therefor.

7.2 Continuation. The provisions of this Section 7 survive the termination of this Agreement.

8. COOPERATION. The parties will exchange any documents, authorizations and other instruments called for by this Agreement or as the parties or their legal counsel may reasonably request. The parties shall cooperate in good faith and exercise their reasonable best efforts to obtain any FCC required consent, and to execute any and all other documents or agreements necessary to effect the relicensing of the frequencies subject to the Licenses.

9. MISCELLANEOUS.

9.1 Assignments. This Agreement shall be binding upon and shall inure to the benefit of the parties and their legal representatives, assigns and successors. The Cities and Districts shall not transfer their interest hereunder without the consent of the BPUD. However, they may allow use of the radio frequencies by other entities as hereinabove provided.

9.2 Notices. Any notice, statement, or other report required or permitted by this Agreement must (i) be in writing and is deemed given when (a) delivered personally, (b) sent by facsimile, (c) 96 hours after deposit in the U.S. mail, mailed by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after delivered to a public or private express mail service for overnight delivery, and (ii) addressed to the other party at the address set forth below, or at such other address as any party may designate from time-to-time in writing in accordance with this subsection.

If to the BPUD:

Benton PUD
Steve Hunter
2721 W. 10th Avenue
P. O. Box 6270
Kennewick, WA 99336

If to the City of Richland:

City of Richland
Grant Baynes
8656 W. Gage Blvd.
Suite C-302
Kennewick, WA 99336

If to the City of Kennewick:

City of Kennewick
Neil Hines
8656 W. Gage Blvd.
Suite C-302
Kennewick, WA 99336

If to the Benton County Fire
Protection District No. 1:

Benton County Fire Protection
District No. 1
Grant Baynes
8656 W. Gage Blvd.
Suite C-302
Kennewick, WA 99336

If to the Benton County Fire
Protection District No. 2:

Benton County Fire Protection
District No. 2
Ron Duncan
P.O. Box 719
Benton City, WA 99320

If to the Benton County Fire
Protection District No. 4:

Benton County Fire Protection
District No. 4
William Whealan
2604 Bombing Range Rd.
West Richland, WA 99353

If to the Benton County Fire:
Protection District No. 3

Benton County Fire Protection
District No. 3
Doug Merritt
1200 Grant Ave.
Prosser, WA 99350

If to the Benton County Fire
Protection District No. 5:

Benton County Fire Protection
District No. 5
George Moon
P. O. Box 429
Prosser, WA 99350

If to the Benton County Fire
Protection District No. 6:

Benton County Fire Protection
District No. 6
Rolland Watt
48001 Prior Rd.
P. O. Box 218
Paterson, WA 99345

9.3 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington, without recourse to its conflict of laws. Jurisdiction and venue for any legal action associated with this Agreement shall be the Superior Court of Benton County, Washington.

9.4 Severability. If any material provision or portion of this Agreement is deemed illegal or unenforceable for any reason, there will be deemed to be made such minimum change in such portion or provision as is necessary to make it valid and enforceable and acceptable to the parties as so modified.

9.5 Entire Agreement. This Agreement sets forth the entire understanding between the parties concerning the subject matter hereof, and

supersedes all prior negotiations and understandings with respect thereto. There are no covenants, promises, agreements, conditions or understandings, either written or oral, between the parties and relating to the subject matter of this Agreement other than those set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by an authorized representative of the parties hereto.

9.6 Amendments, Waivers, Remedies. This Agreement, or any of its provisions, may not be amended, or modified, and no provision may be waived, unless such amendment, modification, or waiver is in writing and signed by the party against whom enforcement is sought. The waiver of any breach or default under this Agreement does not constitute the waiver of any other breach or default, whether or not similar, nor any subsequent breach of the same provision. The election by any party of any right or remedy contained in this Agreement is not exclusive of any other rights or remedies in law or in equity other than as may be limited in this Agreement.

9.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument. This Agreement is binding on the parties and their respective successors and permitted assigns.

used to construe, define, limit or describe the scope or intent of the provisions of this Agreement.

9.13 Interpretation. It is acknowledged by the parties the terms of this Agreement have been negotiated by the parties and, therefore, no presumptions will arise favoring either party by virtue of the authorship of any of its provisions or the changes made through revisions.

9.14 No Legal Entity. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking nor is the acquiring, or holding, or disposing of real or personal property anticipated. The Director of Operations of the BPUD is designated as the Administrator of the project.

9.15 Filing. This Agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK

Approved as to Form:

By: _____
MARIE MOSLEY, City Manager LISA BEATON, City Attorney

Date: _____

CITY OF RICHLAND

Approved as to Form:

By: _____
CYNTHIA JOHNSON, City Manager THOMAS O. LAMPSON, City Attorney

Date: _____

BENTON COUNTY FIRE DISTRICT #1

By: _____
JERRY MORRIS, Chair
Board of Fire Commissioners

Date: _____

BENTON COUNTY FIRE DISTRICT #2

By: _____
BARRY ORTH, Chair
Board of Fire Commissioners

Date: _____

PROSSER FIRE DISTRICT #3

By: _____
JASON RAINER, Chair
Board of Fire Commissioners

Date: _____

BENTON COUNTY FIRE DISTRICT #4

By: _____
ANDREW HILL, Chair
Board of Fire Commissioners

BENTON COUNTY FIRE DISTRICT #5

By: _____

DAN SCHMITT, Chair
Board of Fire Commissioners

Date: _____

BENTON COUNTY FIRE DISTRICT #6

By: _____

JODY MADDOX, Chair
Board of Fire Commissioners

Date: _____

Schedule A

VHF Frequencies

Contract #13-31-01

Call Sign	Frequency	Location	Type	Power	Emission	Band	Service
KOA350	153.47	Rattlesnake	Repeater	400W	Wide Band	VHF	LMR
	153.47	BPUD Operations	Base Station	70W	Wide Band	VHF	LMR
	153.41	35 miles around BPUD Operations	Temp Base Station	180W	Wide Band	VHF	LMR
	153.47	35 miles around BPUD Operations	Temp Base Station	180W	Wide Band	VHF	LMR
	153.41	35 miles around BPUD Operations	Mobiles	80W	Wide Band	VHF	LMR
	153.47	35 miles around BPUD Operations	Mobiles	80W	Wide Band	VHF	LMR
	153.725	35 miles around BPUD Operations	Mobiles	80W	Wide Band	VHF	LMR
WRX651	153.755	BPUD Operations	Base Station	300W	Wide Band	VHF	LMR
	153.755	All Benton County	Mobiles	110W	Wide Band	VHF	LMR
	159.000	All Benton County	Mobiles	110W	Wide Band	VHF	LMR



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Consent Calendar

C22

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM JANUARY 7, 2013, TO JANUARY 25, 2013, FOR \$7,474,785.44

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from January 7, 2013, through January 25 2013, in the amount of \$7,474,785.44.

Summary:

Breakdown of expenditures:

Check Nos.	198088 - 198636	2,494,776.14
Wire Nos.	5237 - 5255	2,898,715.88
Payroll Check Nos.	98840 - 98856	23,201.26
Payroll Wires/ACH	7888 - 7919	2,058,092.16
TOTAL		\$7,474,785.44

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$7,474,785.44. Disbursement (wire transfer) includes Purchase Power Bill of \$2,017,517.00.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing Report

City Manager Approved:

Amundson, Jon
Feb 01, 11:42:08 GMT-0800 2013

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JANUARY 7, 2013 - JANUARY 25, 2013

Payee	Wire Description	Amount
Claim Wires - Wire No. 5237 to 5255		
AW Rehn Insurance	Fire Health Reimbursement Account	19,312.50
Bonneville Power Administration	Purchase Power	2,017,517.00
Conover	Section 125	11,721.54
Department of Licensing	Firearms Online Pmt for Concealed Licenses	723.00
LEOFF Trust	Fire Health Premiums	63,735.73
NW Intergovernmental Energy Service	Shell Market Purchase Power	95,364.99
Richland Golf Management Corporation	Col. Pt. Operating Reimb 12/12	54,407.26
Richland Public Facilities District	Transfer Constr. Fund Sales Tax to Operations	100,000.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	535,933.86
Total Claim Wire Transfers		\$ 2,898,715.88
Payroll Wires & Direct Deposits (ACH) - Wire No. 7888 to 7919		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,058,092.16
Total Claim & Payroll Wires/ACH		\$ 4,956,808.04

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 001 CITY COUNCIL					
ASSOCIATION OF WASHINGTON CITIES		2013 DUES	198484	AWC 2013 MEMBERSHIP DUES	\$33,750.00
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$172.33
AYERS, JACKIE		012113	198485	ELT/CNCL RETREAT-JAN-FEB	\$35.27
BANK OF AMERICA		TXN00011775	198270	Council Mtg Refreshments	\$9.98
		TXN00011868		Council Mtg Refreshments	\$6.99
		TXN00011954		DELTA AIR-ECA-BT_NEWORLNS	\$300.01
LEMLEY, PHILLIP		121312	198359	BFCOG-12/13/12 LEMLEY	\$61.76
PARADISE BOTTLED WATER CO		12/12CITYATTORNEY	198163	BOTTLE WATER - DEC 2012	\$8.86
CITY COUNCIL TOTAL ****					\$34,345.20
Division: 100 CITY MANAGER					
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$26.74
BANK OF AMERICA		TXN00011860	198270	RANCHO BONITO_CK-CJ ASD STFNG	\$28.38
		TXN00011974		APPLSTORE_COMM-MKTG-OFC	\$216.55
		TXN00011975		APPLSTORE_COMM-MKTG-OFC	\$258.84
		TXN00011992		APPLSTORE_COMM-MKTG-OFC	\$1,027.77
		TXN00012001		APPLSTORE_COMM-MKTG-OFC	\$286.68
		TXN00012009		APPLSTORE_COMM-MKTG-OFC	\$3,454.00
DEPARTMENT OF ENTERPRISE SERVICES	P052102	1180907	198217	Adobe CS6 Design Std DIS#65163	\$1,037.93
	P052102			ADD SALES TAX	\$86.15
IMAGEWORKS MEDIA GROUP		0021380-IN	198143	FETROW-PICS JS-CK	\$197.75
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$3.50
STRATEGIC GOVERNMENT RESOURCES INC		6356	198181	SGR_EXEC SRCH - FINMGR	\$3,600.00
	1	6386	98400	SGR-EXEC-SEARCH FIN MANAGER	\$2,000.00
CITY MANAGER TOTAL ****					\$12,224.29
Division: 101 CITY CLERK					
BANK OF AMERICA		TXN00011977	198270	Shared Values D.Barham	\$25.00
CODE PUBLISHING INC		42457	198507	RMC UPDATES 2012 ORD 26-41	\$1,080.27
		42501		RMC UPDATES ORD 42 & 43-JAN	\$187.90
HARRINGTON'S TROPHIES		69695	198458	BCC APPRECIATION PER WINGFIELD	\$63.36
PARADISE BOTTLED WATER CO		12/12CITYATTORNEY	198163	BOTTLE WATER - DEC 2012	\$2.21
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$22.90
CITY CLERK TOTAL ****					\$1,381.64
Division: 102 CITY ATTORNEY					
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$74.37
BANK OF AMERICA		TXN00011825	198270	SHAREFILE - Reoccurring Pymt	\$42.90
		TXN00011851		WSBA.ORG - ATTY LIC RNWL	\$355.00
CITY OF RICHLAND		12-464 LAMPSON	198111	CINGULAR MFD/SEATTLE/LAMPSON	\$497.77



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LAMPSON, THOMAS O		12-464	198149	CINGULAR MFD/PARKING/LAMPSON	\$48.80
PARADISE BOTTLED WATER CO		12/12CITYATTORNEY	198163	BOTTLE WATER - DEC 2012	\$2.21
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$26.90
XEROX CORPORATION		065820162	198604	XEROX PRINT CHRGS-DEC 2012	\$81.40
CITY ATTORNEY TOTAL ****					\$1,129.35
Division:	110	ASSISTANT CITY MANAGER			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$26.74
AYERS, JACKIE		012113	198485	ELT/CNCL RETREAT-JAN-FEB	\$35.26
BANK OF AMERICA		TXN00011816	198270	Supplies for Holiday Event	\$18.37
		TXN00011923		STERLINGS_JA-JMA STF MTG	\$26.46
		TXN00011953		STAPLES - Purchase	\$204.09
		TXN00011955		STAPLES-OFC SPLIES	\$4.09
		TXN00012035		ALBERTSONS_OFFICE MTG SPLIES	\$14.97
PARADISE BOTTLED WATER CO		12/12CITYATTORNEY	198163	BOTTLE WATER - DEC 2012	\$2.21
XEROX CORPORATION		065820162	198604	XEROX PRINT CHRGS-DEC 2012	\$174.43
				XEROX LEASE-DEC 2012	\$368.49
ASSISTANT CITY MANAGER TOTAL ****					\$875.11
Division:	111	COMMUNICATIONS & MARKETING			
BANK OF AMERICA		TXN00011982	198270	SURVEYMONKEY-UPGRADE RENEWAL	\$300.00
EVERETT, GAIL		2012 MILEAGE	198125	EVERETT/MILEAGE 1/10-12/17/12	\$366.02
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$8.10
				POSTAGE 12/1-12/31/12	\$7.20
COMMUNICATIONS & MARKETING TOTAL ****					\$681.32
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00011939	198270	CONFERENCE CALL SERVICES	\$42.15
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$1.95
UNITED PARCEL SERVICE	S014857	000986641522	198263	GROUND PKG TO UMI SPOKANE FOR	\$12.07
	S014857			RESIDENTIAL SURCHARGE FOR PKG	\$2.77
VECTOR BROADCAST LLC	P052191	3250	198590	QUATERLY MAINTENANCE CONTRACT	\$1,854.64
VMI INC	P052160	225511	198192	REPAIR OF SONY PMW320K FIELD C	\$3,273.88
CABLE COMMUNICATIONS TOTAL ****					\$5,187.46
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00011920	198270	ALASKA AIR - 13-012 BROWN-LARS	\$281.20
		TXN00011932		AGENT FEE - 13-012 BROWN-LARSE	\$35.00
		TXN00011953		STAPLES - Purchase	\$108.30
PARADISE BOTTLED WATER CO		12/12CITYATTORNEY	198163	BOTTLE WATER - DEC 2012	\$1.11
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$13.64
XEROX CORPORATION		065820162	198604	XEROX PRINT CHRGS-DEC 2012	\$42.64
HANFORD COMMUNITIES TOTAL ****					\$481.89
Division:	120	FIRE			



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN AMBULANCE ASSOCIATION		2013 MEMBERSHIP	198481	2013 ANNUAL DUES	\$1,000.00
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$26.74
BANK OF AMERICA		TXN00011755	198270	DELL-LCD MONITOR FLAT PANEL	\$323.28
		TXN00011767		CREDIT PURCHASE BALANCE - Cred	(\$392.99)
		TXN00011857		BEST BUY - HARD DRIVE	\$140.78
		TXN00011861		RITE AID - GREETING CARDS	\$16.21
		TXN00011864		STARBUCKS - SHARED VALUES	\$390.00
		TXN00011865		STERLINGS - SHARED VALUES	\$140.00
		TXN00011867		BOBS BURGERS - SHARED VALUES	\$250.00
		TXN00011879		ANTHONY'S - SHARED VALUES	\$250.00
		TXN00011929		AMAZON - TONER CART'S	\$76.48
		TXN00011949		COSTCO - BADGING SUPP'S	\$137.82
		TXN00011979		NCS DSTRBTN - TRUCK WASH SUPP	\$169.79
		TXN00012005		FIRE SVC BKSTR - CREDIT OFFSET	\$392.99
BENTON COUNTY FIRE DIST 1		HZM2013-3	198489	2013 HAZ-MAT ASSESSMENT	\$5,000.00
BENTON PUD		12/12-0249075457	198442	QTRLY RACK CHGS/RATTLESNAKE	\$579.82
BENTON RURAL ELECTRIC ASSOCIATION		12/12-74170526	198302	COLLINS RD RADIO TOWER ELECTRI	\$29.78
CASCADE FIRE EQUIPMENT CORP DBA		107422-A	198447	2013 AIR SAMPLES-ST 72 & ST 73	\$1,078.67
CHARTER COMMUNICATIONS		1/13-11253 SUB B	198499	PERRY MTN BASE RENT KGI 11226	\$675.31
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$2,989.60
EAGLE PRINTING & GRAPHIC DESIGN INC		37120	198332	SWEATSHIRTS W/EMBROIDERY (65)	\$937.88
FEDERAL EXPRESS CORP		2-113-54829	198338	911 SUPPLY (COAT) SHIPPING FEE	\$21.29
FIANDER & ASSOCIATES LLC DBA		121220-3	198339	STEPMILL REPAIR	\$109.38
FIRE ADMINISTRATION CENTER		FAC2013-1	198522	2013 OPER COST (FIRST 1/2)	\$24,622.00
FRONTIER	1	1/13-253-004-5365	98454	SILVER CLOUD PHONE LINE	\$79.66
				SILVER CLOUD PHONE LINE	\$56.20
		10/12-253-0045365		SILVER CLOUD PHONE LINE	\$56.20
				SILVER CLOUD PHONE LINE	(\$79.66)
		11/12-253-0045365		SILVER CLOUD PHONE LINE	\$56.20
	1	12/12-206-1880334	98341	VHF PHONE LINE FEES	\$410.05
	1	12/12-253-0045365	98454	SILVER CLOUD PHONE LINE	\$56.20
JT AUTOMOTIVE PARTS INC DBA		276285	198233	D EARTH ABSORBENT	\$37.85
	1	276994	98531	ENGINE 71 HEADLIGHT	\$9.36
		277184		D EARTH ABSORBANT	\$22.71
LONDON, KEVIN		13-040 LONDON	198461	NFA/MEAL TICKET/LONDON	\$167.32
MALLORY SAFETY & SUPPLY LLC		3693740	198364	FIREADE A/B FOAM CONCENTRATE	\$460.28
	P052026	3696922	198545	#RR125RD092E, PMI 1/2" X 300'	\$714.78
	P052026			#KT36099S, PMI 8MM SEWN TANDEM	\$76.81
	P052026			#RR125BL092E, PMI 1/2" X 300'	\$714.78
	P052026			VERTICAL LIFT SLING - 30' OF 3	\$47.89
NEXTEL COMMUNICATIONS		891160522-106	198244	CELL PHONES 11/18-12/17/12	\$108.78



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$21.20
POCKETINET COMMUNICATIONS INC	P052222	258694	198564	STA 71 INTERNET CHARGES (JANUA	\$44.25
	P052222	258974		STA 72 INTERNET CHARGES (JANUA	\$44.25
	P052222	258975		STA 73 INTERNET CHARGES (JANUA	\$51.75
PUBLIC SAFETY TESTING INC		2012-4872	198249	4TH QTR 2012 SUBSCRIPTION FEES	\$357.85
RICHLAND ACE HARDWARE		205159	198389	STATION SUPPLIES	\$25.97
	1	205237	98572	GORILLA GLUE, CLIPS	\$27.01
		205288		MOUNTING TAPE	\$10.81
	1	34189	98389	DESK LAMP/FUSE	\$23.80
	1	34269	98572	AIR BAG FASTENERS	\$8.45
STAPLES CONTRACT & COMMERCIAL INC		3188504289	198471	DESK PAD	\$7.03
		3188504290		EXPANSION ENVELOPES/DESK PAD	\$63.03
		3189284933		DESK PADS/HP TONER CARTRIGE	\$84.78
STOKER, SKIP B		13-050 STOKER	198630	INCIDENT SAFETY OFFICER/STOKER	\$407.45
UPTOWN CLEANERS		79909	198417	LAUNDRY SERVICE	\$281.90
		79981		LAUNDRY SERVICE	\$241.83
		80041		LAUNDRY SERVICE	\$242.53
		80054		LAUNDRY SERVICE	\$263.00
VERIZON WIRELESS		1147907083	198422	MDT WIRELESS CHARGES	\$336.17
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$7,803.00
				2013 WCIA INSURANCE PREMIUM	\$55.00
WASHINGTON FIRE CHIEFS		09-5627	198595	2013 LEGISLATIVE DAY-BAYNES	\$65.00
		09-5645		TRAINING OFFICER CONF-STOKER	\$550.00
WASHINGTON STATE ASSN OF FIRE MARSHALS		2013 RENEWAL	198597	2013 WSAFM MEMBERSHIP RENEWAL	\$160.00
FIRE TOTAL ****					\$53,136.30
Division:	130	POLICE			
101 CLEANERS		12/12-9427360	198090	UNIFORM LAUNDRY SERVICE DEC	\$378.52
ANOVAWORKS	1	10975	98483	HEP A/B COMBO VAC-INJ OF IMM	\$152.00
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$1,760.00
BANK OF AMERICA		TXN00011732	198270	DIGITAL VIDEO CAMERA	\$1,948.32
		TXN00011733		RETURN DUPLICAT ORDER-Credit	(\$184.00)
		TXN00011734		UPS 0000002654EE452 - SHIPPING	\$61.76
		TXN00011735		UPS 0000002654EE462 - SHIPPING	\$25.47
		TXN00011741		CHIEF'S COINS	\$886.40
		TXN00011752		SUPPLIES FOR RAD CLASS	\$503.09
		TXN00011759		EQUIPMENT FOR RAD CLASS	\$1,186.31
		TXN00011769		CENTURY BOB MANIKIN AND BASE	\$1,400.05
		TXN00011777		HAND SANITZER/CD/DVD	\$238.52
		TXN00011778		D/C ADAPTER FOR THERMAL IMAGIN	\$17.32
		TXN00011779		12-459 DOSS REGISTRATION	\$1,097.00
		TXN00011780		DUST PAN	\$7.57



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011781	198270	CASSETTE2USB CONVERTER	\$73.85
		TXN00011785		HEATER/FLOOR MAT	\$146.78
		TXN00011786		PAINT CANS	\$167.63
		TXN00011788		CAMERA FOR EVIDENCE	\$130.46
		TXN00011795		MICROSCOPE	\$692.04
		TXN00011796		Q-RINGS	\$14.08
		TXN00011799		BATTERY PACK/PRINTER PAPER	\$179.61
		TXN00011801		PRINTER CASE	\$27.98
		TXN00011809		BREACHING DOOR MATERIALS	\$12.57
		TXN00011810		MATERIALS FOR BREACHING DOOR	\$313.14
		TXN00011812		MATERIALS FOR BREECHING DOOR	\$44.97
		TXN00011820		SHAFFER RETIREMENT	\$84.86
		TXN00011826		MATERIALS FOR BREACHING DOOR	\$417.85
		TXN00011831		SHAFFER RETIREMENT	\$15.14
		TXN00011837		Invoice #0000002654EE472	\$23.08
		TXN00011838		MEMORY CARDS	\$19.48
		TXN00011840		BUSH TROPHY CAM	\$389.86
		TXN00011845		INVOICE # 0000002654EE482	\$23.08
		TXN00011847		CHRISTMAS CARDS	\$9.71
		TXN00011852		GIFT CARDS	\$350.00
		TXN00011855		INVITATIONS FOR AWARDS BANQUET	\$10.81
		TXN00011863		ROPE/LCOK/SWAGE SLEEVE FIT	\$26.75
		TXN00011899		CELL PHONE CASE	\$54.15
		TXN00011908		LAW PRO DISPATCH 2.0 LOW OXFORD	\$55.48
		TXN00011910		UNIFORM POUCHES	\$112.19
		TXN00011913		RADIO EAR PIECE	\$83.18
		TXN00011919		SLING STRAP ADAPTOR	\$28.90
		TXN00011928		PHOTO PRINTER	\$139.44
		TXN00011931		DOUBLE PISTOL/RIFLE MAG POUCH	\$54.75
		TXN00011952		EVIDENCE TAPE	\$218.27
		TXN00011963		SECURITY SUITE 1 PC	\$79.95
		TXN00011964		SKINNER MEMBERSHIP	\$120.00
		TXN00011971		EAR PIECE	\$69.31
		TXN00011972		INVOICE #0002654EE492	\$45.53
		TXN00011976		TAYLOR MEMBERSHIP	\$120.00
		TXN00012003		SEAT BELT EXTENDERS	\$442.00
		TXN00012022		DIGITAL CAMERA	\$52.98
		TXN00012026		VOICE RECORDER	\$46.99
		TXN00012028		HIPCAST.COM/MONTHLY CHARGE	\$4.95
		TXN00012036		EMBROIDERY	\$79.81
		TXN00012037		UPS 0000002654EE502	\$32.20



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENSON, ROBERT		13-035 BENSON	198487	PRISONER TRANSPORT/BENSON	\$17.00
BENTON COUNTY PROSECUTOR'S OFFICE		4TH QTR 2012	198300	KIDS HAVEN 4TH QTR 2012	\$2,403.48
BLUMENTHAL UNIFORM CO	S014796	971305	198100	#64306-750 PANT CLASS B WOMENS	\$108.28
	S014796			#62065-750 SHIRT WOMENS CLASS	\$108.28
	S014796			1"X5" DARK NAVY BKGRD & BRDR T	\$15.05
	S014796			SHIPPING	\$12.45
	S014796			SEW EMBLEM EACH SLEEVE	\$4.33
	S014796			SEW BADGE EMBLEM ON GARMENT	\$2.17
	S014796			SEW NAME EMBLEM ON GARMENT	\$2.17
	S014796	971305-01		ADJUST SALES TAX	(\$0.01)
	S014796			SEW ON YEARS OF SERVICE INSIGN	\$1.62
	S014796			SHIPPING	\$11.37
	S014796			#47W6686 SHIRT MENS CLASS A LO	\$64.93
	S014796			#35291 PANT CLASS A WOMENS NAV	\$86.59
	S014796			SEW EMBLEM EACH SLEEVE	\$2.17
	P052109	974038		SHIPPING	\$12.45
	P052109			ADJUST SALES TAX	\$0.01
	P052109			BUSHNELL BSN 133410 FALCON 7X3	\$84.30
	P052124	975584		SHIPPING	\$11.37
	P052124			#64360-724 WOMENS PANT DK NAVY	\$108.28
CANON SOLUTIONS AMERICA INC		381961	198309	COPIER MONTHLY USAGE	\$22.78
		381969		COPIER MONTHLY USAGE	\$5.79
		381970		COPIER MONTHLY USAGE	\$18.53
		382378		COPIER MONTHLY MAINTENANCE	\$362.36
	1	404709	98610	COPIER MONTHLY MAINTENANCE	\$7.23
		404718		COPIER MONTHLY MAINTENANCE	\$4.27
		404719		COPIER MONTHLY MAINTENANCE	\$11.96
		404874		COPIER MONTHLY MAINTENANCE	\$387.44
CASCADE NATURAL GAS CORP		1/13-75997100005	198611	NATURAL GAS 12/20/12-1/15/13	\$817.50
CDW GOVERNMENT INC		S597382	198311	DROBO FILE SHARING STORAGE	\$1,965.95
CITY OF PASCO		010913	198502	WATPA GRANT OT ALLEN 12/26/12	\$33.18
CITY OF RICHLAND		10/12-1903	198315	#1903 LANDFILL FEES TKT 531180	\$38.72
	1	DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$2,118.45
CLARK, ATHENA		13-034 CLARK	198506	PRISONER TRANSPORT/CLARK	\$17.00
COOK PAGING INC		8924658	198119	PAGER RENTAL-JAN 2013	\$70.27
DEPARTMENT OF LABOR & INDUSTRIES		13-17134	198514	EXPLOSIVE LICENSE-BERGER 2013	\$175.00
		13-20865		EXPLOSIVE LICENSE-BERGER	\$50.00
DOMESTIC VIOLENCE SERVICES		22848	198331	DV SERVICES-DEC 2012	\$888.50
FRONTIER	S014870	1/13-253-003-5792	198454	TELEPHONE CHARGES 1/7/13-2/6/1	\$645.49
FUDGIES BAKERY LLC		011813-PD	198130	RPD AWARDS BANQUET DESSERT BAR	\$525.25
HERNDON RECOGNITION COMPANY		87199	198140	RECOGNITION MEDALS/RIBBONS	\$891.08



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JUDGE, DARRYL		13-030 JUDGE	198536	OIS TRAINING/SPOKANE/JUDGE	\$17.00
LANGUAGE LINE SERVICES LLC		3080332	198538	TRANSLATION SERVICES-DEC 2012	\$48.16
LEEDWAY LLC	P051986	ML01041303	198540	FREIGHT	\$10.83
	P051986			SAFARILAND EXTERNAL OUTER CARR	\$286.94
LEXIS NEXIS RISK DATA MANAGEMENT INC		1281544-20121130	198361	RECORDS SEARCH-NOV 2012	\$54.15
LUNDQUIST, ERIK		13-031 LUNDQUIST	198543	OIS TRAINING/SPOKANE/LUNDQUIST	\$17.00
OXARC INC		R173647	198375	OXYGEN TANK RENTAL	\$7.26
PDR DISTRIBUTION LLC		00032017	198623	PHYSICIANS DESK REFERENCE 2013	\$64.93
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$196.84
				POSTAGE 12/1-12/31/12	\$45.76
PRINT PLUS/PSS RUBBER STAMPS		4575	198625	SIGNATURE/DATE STAMPS	\$66.39
PUBLIC SAFETY TESTING INC		2012-4872	198249	4TH QTR 2012 SUBSCRIPTION FEES	\$412.50
RECALL SECURE DESTRUCTION SERVICES INC		7346009266	198385	SERVICE FOR DECEMBER 2012	\$64.48
RIVER CITY TOWING INC		12371	198176	TOW CHARGES	\$48.74
	1	12374	98390	TOW CHARGES	\$48.74
STEEBER'S LOCK SERVICE		93452	198397	SPLIT RINGS/QUICK RELEASES	\$39.53
TLO LLC		12/12-204527	198184	RECORDS SEARCH DEC 2012	\$110.00
TREASURE VALLEY COFFEE CO		19122	198585	COFFEE DELIVERY RPD	\$122.19
WA STATE CRIMINAL JUSTICE TRAINING		2013-1751	198633	FIREARMS SWAT BASIC-NELSON	\$600.00
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$5,369.00
WASHINGTON STATE PATROL		I13004833	198428	BACKGROUND CHECKS-DEC 2012	\$33.00
WEHNER, A P JR		13-032 WEHNER	198598	OIS TRAINING/SPOKANE/WEHNER	\$17.00
POLICE TOTAL ****					\$34,285.62
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00011966	198270	TOOLFETCHLL - MAIL TRANSIT SAC	\$92.55
		TXN00011980		FRED-MEYER - GIFT CARDS	\$21.37
				FRED-MEYER - GIFT CARDS	\$21.37
INTL PUBLIC MANAGEMENT ASSOCIATION		2013 DUES-KOCH	198145	KOCH DUES 2013 IPMA HR	\$149.00
LEAF FUNDING INC DBA		4226150	198539	OCE 9220&6520 PSHOP COPIER	\$928.39
PARADISE BOTTLED WATER CO		12/12-ADMIN SRVCS	198163	BOTTLED WATER DEC 2012	\$9.24
PITNEY BOWES INC		1278325-DC12	198380	4TH QTR 2012 PB SORTER/POSTAGE	\$8,678.09
		1278325-OT12		3RD QTR-2012 PB SORTER/POSTAGE	\$8,678.09
ADMINISTRATIVE SERVICES TOTAL ****					\$18,578.10
Division:	211	FINANCE			
BANK OF AMERICA		TXN00011876	198270	BIG LOTS-HOLIDAY DECORATION-CI	\$38.99
		TXN00011980		FRED-MEYER - GIFT CARDS	\$53.41
				FRED-MEYER - GIFT CARDS	\$128.20
		TXN00011983		DOLRTREE - RTRMNT PRY SUPPLIE	\$9.75
		TXN00012038		SAFEWAY - RETIREMENT CAKE	\$61.20
CANON SOLUTIONS AMERICA INC		380008	198106	W3000 MAINT DECEMBER 2012	\$8.25



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLLECTORSOLUTIONS INC		2012079	198114	MERCHANT SRVC CHARGES-DEC 2012	\$19,148.16
GRAINGER	1	7020542911	98133	INV #9026041690 HEATER	\$27.80
MARTIN BUSINESS SYSTEMS		13964	198365	2012 MISC 1099 FORMS/ENVELOPES	\$42.62
		13965		REPRINT/UB ENVELOPES	\$196.56
PARADISE BOTTLED WATER CO		12/12-ADMIN SRVCS	198163	BOTTLED WATER DEC 2012	\$18.48
				BOTTLED WATER DEC 2012	\$18.48
		12/12-FINANCE		BOTTLED WATER DECEMBER 2012	\$19.90
		12/12-UTILITYBILL		BOTTLED WATER DECEMBER 2012	\$29.83
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$6,125.96
				POSTAGE 12/1-12/31/12	\$598.80
POSTMASTER	1	PERMIT 153-12/31	98170	POSTAGE 12/19-12/31/12	\$1,943.46
REDSSON LTD		183773	198173	PORTAL SERVICE LOCATES-DEC	\$258.00
RETAIL LOCKBOX INC		1212 4812	198174	UB PYMT PROCESSING DEC 2012	\$2,207.72
XEROX CORPORATION		065820165	198198	WC5030 BASE CHRGS/MTR USAGE	\$163.91
		065820170		W5655 BASE CHRGS DEC 2012	\$204.30
FINANCE TOTAL ****					\$31,303.78
Division:	212	PURCHASING			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$10.04
BANK OF AMERICA		TXN00011967	198270	SUBWAY - GIFT CARD	\$10.00
		TXN00011980		FRED-MEYER - GIFT CARDS	\$28.87
				FRED-MEYER - GIFT CARDS	\$42.73
		TXN00011984		ANTHONY'S - GIFT CARD	\$14.54
		TXN00012004		FOOD	\$6.28
		TXN00012030		FOOD	\$1.83
		TXN00012033		FOOD	\$3.13
CITY OF KENNEWICK		010215	198313	PURCH MGR-SERV 12/2012	\$3,657.66
				PURCH MGR-SERV 12/2012	\$3,657.66
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$753.17
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$40.50
UNITED PARCEL SERVICE	S014895	000986641023	198632	WEEKLY SERVICE CHARGE 01/12/1	\$11.00
	S014857	000986641522	198263	WEEKLY SERVICE CHARGE 12/29/1	\$20.00
	S014857			WEEKLY SERVICE CHARGE 12/22/1	\$20.00
	S014881	0009986641013	198476	WEEKLY SERVICE CHARGE 01/05/1	\$11.00
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$64.00
XEROX CORPORATION	S014862	065820150	198604	XEROX FAX MAINT AND COPY CHARG	\$79.69
PURCHASING TOTAL ****					\$8,432.10
Division:	213	INFORMATION TECHNOLOGY			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$324.64
BANK OF AMERICA		TXN00011743	198270	DELL-LCD MONITOR	\$323.28
		TXN00011747		DELL-LCD FLAT PANEL MONITOR	\$323.28



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011791	198270	CROWNE PLAZA ADDISON - Credit	(\$134.47)
		TXN00011800		WALMART-UNIVERSAL ADAPTER	\$20.45
		TXN00011808		MONOPRICE INC-STEREO PLUG JACK	\$2.70
		TXN00011836		BOBS BURGERS & BREW - TEAM BUI	\$236.00
		TXN00011891		PTOUCHEDIRECT/BROTHERS LABELS	\$113.96
		TXN00011905		NEWEGG-CYBER ACOUSTIC CONNECTO	\$57.49
		TXN00011906		NEWEGG-NETWORK CABLES	\$69.90
		TXN00011907		NEWEGG-CABLE RESTOCK IT	\$306.16
		TXN00011911		STAPLES-DVD-RW AND JEWEL CASES	\$34.63
		TXN00011938		AMAZON-2 PKGS UNIBALL PENS	\$56.66
		TXN00011985		DELL- 7 WIDESCREEN LCD MONITOR	\$1,245.18
BENTON COUNTY TREASURER		1920	198441	GIS ORTHOPHOTO PROJECT	\$11,749.00
CASELLE INC	P052138	46788	198496	CONTRACT SUPPORT CHARGES PAID	\$169.33
DATEC INC	P052081	30474	198615	SHIPPING	\$16.25
	P052081			ADJUST FOR TAX	(\$0.01)
	P052081			Brother Mobile Solutions LB360	\$243.68
GOVERNMENTJOBS.COM INC	P052135	07-8706	198224	TWELVE MONTH PERFORMANCE	\$8,122.50
	P052135			12 MONTH INSIGHT ENTERPRISE US	\$8,230.80
MID COLUMBIA ENGINEERING INC		ST005348	198151	RICH AUSTILL 12/23-12/29/12	\$415.63
	P052201	ST005394	198549	RICH AUSTILL, AS400 PROGRAMMER	\$83.13
	P052201	ST005398		RICH AUSTILL, AS400 PROGRAMMER	\$661.38
PARADISE BOTTLED WATER CO		12/12-SHOPS	198163	BOTTLED WATER DEC 2012	\$38.48
SWAGIT PRODUCTIONS LLC		3263	198580	VIDEO STREAMING SRVCS-2013	\$6,468.00
THE ACTIVE NETWORK INC	P052162	4100037794	198257	CLASS MNTNC SUPPORT RNWL FOR	\$11,750.58
THE COMPLETE LINE LLC	P052082	140746	198258	36"X150' 28LB Premium Paper	\$116.31
VERIZON WIRELESS		6827840498	198191	WIRELESS CHRGS 12/20-1/19/13	\$40.01
WEBSense INC	P052153	100066657	198429	WEBSense WEB SECURITY AND REMO	\$12,722.54
XEROX CORPORATION		065877129	198434	BASE CHRGS ALL IN ONE-DEC	\$162.39
ZAYO GROUP HOLDINGS INC DBA		1/2013-8113	198477	MONTHLY BROADBAND CHARGES-JAN	\$743.00
		12/2012-8113		BROADBAND SET UP FEES-DEC	\$500.00
				MONTHLY BROADBAND CHARGES-DEC	\$643.93
INFORMATION TECHNOLOGY TOTAL ****					\$65,856.79
Division:	220	HUMAN RESOURCES			
ANOVAWORKS	1	10123	98092	DS-NIDA	\$56.00
				AUDIOGRAMS	\$104.00
		10326		PRE-EMPLOYMENT PHYSICAL	\$160.00
	1	10382	98203	AUDIOGRAM	\$26.00
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$84.41
BANK OF AMERICA		TXN00011742	198270	STONE SOUP - DISPATCHER INTERV	\$26.01
		TXN00011881		ROUND TABLE - TRUCK DRIVER HWY	\$47.00
		TXN00011948		STARBUCKS-EMPLOYEE RECOGNITION	\$50.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011962	198270	MEADOW SPRINGS - LUNCH EMPL VA	\$152.44
		TXN00012018		IEDC - AD REDEVELOPMENT PROJ S	\$375.00
BURDEN, MICHELLE		2012 TUITION	198105	BOOK FOR PROJECT MGMT/BURDEN	\$94.66
				BOOK-DROPPED CLASS/BURDEN	(\$19.65)
CANON SOLUTIONS AMERICA INC		323027	198106	RENT BASE COPIER 9/16-10/16	\$206.93
	1	408125	98610	RENT BASE/PRINT USAGE	\$196.96
COLUMBIA INDUSTRIES SUPPORT LLC		118780	198116	ON SITE SHREDDING 64 GALLON	\$41.04
	1	119523	98213	ON SITE SHREDDING 64 GALLON	\$41.04
HARRINGTON'S TROPHIES		69578	198458	RETIREMENT PLAQUE	\$63.36
		69707		RETIREMENT PLAQUES	\$126.71
		69796		RETIREMENT PLAQUE	\$63.36
HYAS GROUP LLC		665	198142	4Q2012 DEFERRED COMP PLAN FEE	\$8,500.00
		666		DEFER COMP PLAN CONSULT FEE	\$3,000.00
INTL PUBLIC MANAGEMENT ASSOCIATION		24185811	198145	BEECHER DUES 12/2012-11/2013	\$149.00
KUHLMAN, LESLIE		2012 MILEAGE	198357	KUHLMAN/MILEAGE 2/23-12/6/12	\$202.46
MARTIN BUSINESS SYSTEMS		13964	198365	2012 W-2 FORMS/ENVELOPES (500)	\$176.94
NATIONAL PUBLIC EMPLOYER LABOR RELATIONS ASN	1	BEECHER29064/2013	98157	2013 NPFLRA DUES/BEECHER	\$200.00
		MILLER 29165/2013		2013 NPFLRA DUES/MILLER	\$200.00
OCE IMAGISTICS INC DBA		389295	198161	COPIER RENTAL/USAGE FEE DEC 12	\$214.16
PARADISE BOTTLED WATER CO		12/12-SHOPS	198163	BOTTLED WATER DEC 2012	\$38.48
PARKER, RACHELL		2012 MILEAGE	198246	PARKER/MILEAGE 7/18-12/20/12	\$100.18
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$78.52
PROGRESSIVE BUSINESS PUBLICATIONS		252271702/2013	198172	2013 SUBSCRIPTION/H RESOURCES	\$299.00
SUNDAY & ASSOCIATES INC		980981	198401	ACCIDENT PREVENT PROGRAM/NOV	\$2,953.32
		980982		ACCIDENT PREVENT PROGRAM/DEC	\$3,912.21
HUMAN RESOURCES TOTAL ****					\$21,919.54
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$81.20
PARADISE BOTTLED WATER CO		12/12CITYATTORNEY	198163	BOTTLE WATER - DEC 2012	\$2.21
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$1.10
XEROX CORPORATION		065820162	198604	XEROX PRINT CHRGS-DEC 2012	\$34.88
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$119.39
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN066997	198201	XEROX 6605 MAINTENANCE	\$50.15
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$217.65
BANK OF AMERICA		TXN00011738	198270	INT'L CODE COUNCIL INC - CSOME	\$50.00
		TXN00011770		INT'L CODE COUNCIL INC - 2013	\$1,149.07
		TXN00011793		OAKLEY SIGNS & GRAPHICS /SIGN	\$161.23
BENTON FRANKLIN COUNCIL OF GOVERNMENTS		2013-8	198606	2013 MEMBER ASSESSMENT	\$31,249.00



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PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$21.35
				POSTAGE 12/1-12/31/12	\$7.70
WA STATE ASSOCIATION OF PERMIT		2013 DUES	198423	WSAPT 2013 DUES-N MILLER	\$35.00
				WSAPT 2013 DUE-J SCHUSTER	\$35.00
WASHINGTON ASN OF BUILDING OFFICIALS		WABO2013	198425	2013 ANNUAL DUES	\$95.00
WATER SOLUTIONS INC	P052202	6080	198635	DSC (703) BUILDING WATER UNIT	\$16.25
	P052202			DSC (703) BUILDING WATER UNIT	\$39.52
DEVELOPMENT SERVICES TOTAL ****					\$33,126.92
Division:	302	PLANNING & REDEVELOPMENT			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$47.63
BANK OF AMERICA		TXN00011748	198270	TARGET 00008300 -LED Li	\$467.47
ETHOS BAKERY		JAN2013	198517	ART DEDICATION REFRESHMENTS	\$62.16
HARPER HOUF PETERSON RIGHELLIS INC	P052122	31888	198135	CONSULTANT SERVICES FOR CITYWI	\$8,797.44
	P052122	31982		CONSULTANT SERVICES FOR CITYWI	\$10,087.50
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$26.85
RICHLAND ACE HARDWARE		34331	198572	EPOXY - STATUE PLACEMENT	\$19.46
TACOMA SCREW PRODUCTS INC		22070211	198581	MIXING NOZZLE, EPOXY, STATUE R	\$42.65
XEROX CORPORATION		065820159	198269	WCP238 BASE-PRINT CHRGS-DEC'12	\$408.63
PLANNING & REDEVELOPMENT TOTAL ****					\$19,959.79
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$78.82
NATIONAL RECREATION & PARK ASSOCIATION		NRPA-2013	198242	NRPA MEMBERSHIP DUES/JS/DB/LS	\$360.00
WASHINGTON RECREATION & PARK ASN		12-509	198427	WRPA AGENCY DUES 2013-SCHIESSL	\$196.00
PARKS & RECREATION ADMIN TOTAL ****					\$634.82
Division:	331	PARKS & REC - RECREATION			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$69.20
BANK OF AMERICA		TXN00011751	198270	RED DOOR PARTY RENTALS - Santa	\$48.73
		TXN00011818		ACTIVE NETWORK/PROFESSIONAL SE	\$2,490.90
		TXN00011901		DOLRTREE 2566 -HOLIDAY BY THE	\$16.25
		TXN00011912		OFFICE DEPOT #2766 - OFFICE SU	\$60.73
		TXN00011970		ALBERTSONS #213 -	\$12.52
		TXN00011988		ISSUU PUBLISHING - LICENSE F	\$228.00
BRYANT, DAVID		121912	198208	BRYANT-WALL ANCHORS	\$8.19
CHARTER COMMUNICATIONS		1/13-80070321633	198498	INTERNET SERVICE 1/10-2/9/13	\$119.99
CITY OF PASCO		M122312	198109	CO-SPONSORED CLASS REGISRATION	\$353.85
CITY OF RICHLAND		2012 SCHOLARSHIPS	198317	2012 SCHOLARSHIPS	\$537.00
	1	97085	98505	SCHOLARSHIP-LITTLE	\$46.16
	1	DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$923.08
COLUMBIA KAYAK ADVENTURES LLC		SUMMER 2012	198509	KAYAK CLASSES/6/1-8/1/12	\$1,131.90
KADLEC REGIONAL MEDICAL CENTER		13113.05	198355	THERAPY CLASSES NOV-DEC 2012	\$2,815.70



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA ENGINEERING INC		ST005349	198151	RP3 INSTRUCTOR 6/1-12/15/12	\$149.43
	1	ST005362	98366	RP2 INSTRUCTORS 12/1-12/31/12	\$897.48
	1	ST005385	98465	RP2 DECEMBER 2012 JO MILLER	\$548.47
		ST005386		RP3 FALL 2012 LYNNE BITTEN	\$1,261.08
	P052177	ST005397	198549	YOUTH BASKETBALL 2013	\$279.04
MILESTONES ATHLETIC SUPPLY INC		77790	198550	YOUTH BB SUPPLIES	\$324.90
MITY-LITE INC		IN-532291	198367	REPLACEMENT TABLES FOR RCC	\$4,199.91
OXARC INC		R173373	198162	HELIUM RENTAL-RCC ACTIVITIES	\$7.26
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$9.10
SZENDRE, JOLENE		SC05036/OCT-DEC	198182	CLASS INSTRUCTOR OCT-DEC 2012	\$457.08
THRASHER, BEVERLY		SC11-1/JAN 2013	198474	FOOTCARE CLASS 7024/JAN 2013	\$358.80
TREASURE VALLEY COFFEE CO		19184	198585	COFFEE FOR RCC	\$55.61
		19238		COFFEE FOR RCC	\$119.90
US LINEN & UNIFORM DBA		143165	198419	2 JACKETS	\$124.04
		143197		STAFF SHIRTS	\$719.77
		143409		RANGER SHIRTS-JACKETS	\$540.24
		143410		RANGER HATS	\$52.50
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$800.00
WASHINGTON STATE PATROL		I13004025	198194	BACKGROUND CHECKS NOVEMBER'12	\$460.00
XEROX CORPORATION		065877128	198604	PRINTER LEASE/COPIES DEC'12	\$142.09
				PRINTER LEASE/COPIES DEC'12	\$214.07
PARKS & REC - RECREATION TOTAL****					\$20,582.97
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		4626219	198091	JANITORIAL SERVICE DEC 2012	\$432.80
				JANITORIAL SERVICE DEC 2012	\$2,229.85
				JANITORIAL SERVICE DEC 2012	\$790.53
				JANITORIAL SERVICE DEC 2012	\$2,838.34
				JANITORIAL SERVICE DEC 2012	\$138.00
				JANITORIAL SERVICE DEC 2012	\$64.09
				JANITORIAL SERVICE DEC 2012	\$2,008.43
		4651909		JANITOR SERVICES - DEC 2012	\$125.32
		4651913		JANITOR SERVICES - DEC 2012	\$109.42
AIREFCO INC		3068735	198479	CHREST MUSEUM: CIRCUIT BOARD	\$66.94
ARAMARK UNIFORM SERVICES INC		12/12-934962000	198438	LINEN CHARGES FOR DEC 2012	\$366.27
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$169.84
				ACCT#287243288881 MASTER BILL	\$74.10
BANK OF AMERICA		TXN00011798	198270	WSU PESTICIDE EDUCATION - Purc	\$300.00
		TXN00012008		FARMERS EXCHANGE - Chainsaw	\$783.70
BOYD'S TREE SERVICE LLC		2596	198307	WIND STORM 2012 SHELTER BELT	\$4,335.38
		2624		WIND STORM 2012 SHELTER BELT	\$7,235.01
BUILDERS HARDWARE & SUPPLY CO INC		S3214094.001	198103	LANDFILL SERVICE CALL-WSTORM	\$476.95



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASCADE NATURAL GAS CORP	1	1/13-51897100007	198611	1005 SWIFT 12/20/12-1/15/13	\$10.85
		1/13-7363810005		RCC 500 AMON 12/20/12-1/15/13	\$1,039.67
		1/13-80577100003		SHOPS 200 12/19/12-1/14/13	\$1,961.80
		1/13-90577100002		SHOPS 300 12/19/12-1/14/13	\$1,498.34
		1/13-96738100005		505 SWIFT 12/20/12-1/15/13	\$2,262.00
		12/12-51897100007	98107	1005 SWIFT BLVD 11/20-12/19/12	\$10.85
		12/12-73638100005		RCC: 11/20-12/19/12	\$794.42
		12/12-80577100003		SHOPS BLDG 200 11/16-12/18/12	\$1,249.90
		12/12-90577100002		SHOPS BLDG 300 11/16-12/18/12	\$1,277.77
		12/12-96738100005		505 SWIFT 11/20-12/19/12	\$1,591.51
CITY OF RICHLAND	1	12/12-24	198315	#24 LANDFILL FEES DEC 2012	\$1,593.14
		DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$311.92
				CITY UTILITY BILLS/DEC 2012	\$351.17
				CITY UTILITY BILLS/DEC 2012	\$369.78
				CITY UTILITY BILLS/DEC 2012	\$277.50
				CITY UTILITY BILLS/DEC 2012	\$84.57
				CITY UTILITY BILLS/DEC 2012	\$86.50
				CITY UTILITY BILLS/DEC 2012	\$325.84
				CITY UTILITY BILLS/DEC 2012	\$400.83
				CITY UTILITY BILLS/DEC 2012	\$418.82
				CITY UTILITY BILLS/DEC 2012	\$420.66
				CITY UTILITY BILLS/DEC 2012	\$262.21
				CITY UTILITY BILLS/DEC 2012	\$527.15
				CITY UTILITY BILLS/DEC 2012	\$71.69
				CITY UTILITY BILLS/DEC 2012	\$70.12
				CITY UTILITY BILLS/DEC 2012	\$621.45
				CITY UTILITY BILLS/DEC 2012	\$709.97
				CITY UTILITY BILLS/DEC 2012	\$717.66
				CITY UTILITY BILLS/DEC 2012	\$55.64
				CITY UTILITY BILLS/DEC 2012	\$487.96
				CITY UTILITY BILLS/DEC 2012	\$190.22
				CITY UTILITY BILLS/DEC 2012	\$111.70
				CITY UTILITY BILLS/DEC 2012	\$112.02
				CITY UTILITY BILLS/DEC 2012	\$112.15
				CITY UTILITY BILLS/DEC 2012	\$109.38
				CITY UTILITY BILLS/DEC 2012	\$106.45
				CITY UTILITY BILLS/DEC 2012	\$112.17
				CITY UTILITY BILLS/DEC 2012	\$119.39
				CITY UTILITY BILLS/DEC 2012	\$124.81
				CITY UTILITY BILLS/DEC 2012	\$136.92
				CITY UTILITY BILLS/DEC 2012	\$147.19



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$153.40
				CITY UTILITY BILLS/DEC 2012	\$197.88
				CITY UTILITY BILLS/DEC 2012	\$181.24
				CITY UTILITY BILLS/DEC 2012	\$258.50
				CITY UTILITY BILLS/DEC 2012	\$190.71
				CITY UTILITY BILLS/DEC 2012	\$102.05
				CITY UTILITY BILLS/DEC 2012	\$194.85
				CITY UTILITY BILLS/DEC 2012	\$800.32
				CITY UTILITY BILLS/DEC 2012	\$95.00
				CITY UTILITY BILLS/DEC 2012	\$53.75
				CITY UTILITY BILLS/DEC 2012	\$90.61
				CITY UTILITY BILLS/DEC 2012	\$89.44
				CITY UTILITY BILLS/DEC 2012	\$209.40
				CITY UTILITY BILLS/DEC 2012	\$86.98
				CITY UTILITY BILLS/DEC 2012	\$227.78
				CITY UTILITY BILLS/DEC 2012	\$158.51
				CITY UTILITY BILLS/DEC 2012	\$2,462.40
				CITY UTILITY BILLS/DEC 2012	\$1,145.30
				CITY UTILITY BILLS/DEC 2012	\$16.16
				CITY UTILITY BILLS/DEC 2012	\$15.61
				CITY UTILITY BILLS/DEC 2012	\$1,175.76
				CITY UTILITY BILLS/DEC 2012	\$48.03
				CITY UTILITY BILLS/DEC 2012	\$1,330.47
				CITY UTILITY BILLS/DEC 2012	\$39.55
				CITY UTILITY BILLS/DEC 2012	\$12.75
				CITY UTILITY BILLS/DEC 2012	\$16.42
				CITY UTILITY BILLS/DEC 2012	\$1,340.75
				CITY UTILITY BILLS/DEC 2012	\$15.28
				CITY UTILITY BILLS/DEC 2012	\$11.79
				CITY UTILITY BILLS/DEC 2012	\$11.28
				CITY UTILITY BILLS/DEC 2012	\$10.29
				CITY UTILITY BILLS/DEC 2012	\$9.56
				CITY UTILITY BILLS/DEC 2012	\$8.90
				CITY UTILITY BILLS/DEC 2012	\$8.85
				CITY UTILITY BILLS/DEC 2012	\$8.62
				CITY UTILITY BILLS/DEC 2012	\$6.29
				CITY UTILITY BILLS/DEC 2012	\$0.48
				CITY UTILITY BILLS/DEC 2012	\$11.83
				CITY UTILITY BILLS/DEC 2012	\$33.85
				CITY UTILITY BILLS/DEC 2012	\$738.67
				CITY UTILITY BILLS/DEC 2012	\$45.20



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$42.85
				CITY UTILITY BILLS/DEC 2012	\$110.24
				CITY UTILITY BILLS/DEC 2012	\$35.22
				CITY UTILITY BILLS/DEC 2012	\$96.02
				CITY UTILITY BILLS/DEC 2012	\$14.38
				CITY UTILITY BILLS/DEC 2012	\$877.88
				CITY UTILITY BILLS/DEC 2012	\$1,074.93
				CITY UTILITY BILLS/DEC 2012	\$31.32
				CITY UTILITY BILLS/DEC 2012	\$29.95
				CITY UTILITY BILLS/DEC 2012	\$922.85
				CITY UTILITY BILLS/DEC 2012	\$19.70
				CITY UTILITY BILLS/DEC 2012	\$943.00
				CITY UTILITY BILLS/DEC 2012	\$889.74
				CITY UTILITY BILLS/DEC 2012	\$23.23
				CITY UTILITY BILLS/DEC 2012	\$24.72
				CITY UTILITY BILLS/DEC 2012	\$27.62
				CITY UTILITY BILLS/DEC 2012	\$29.82
				CITY UTILITY BILLS/DEC 2012	\$27.15
				CITY UTILITY BILLS/DEC 2012	\$19.87
COMPLETE CLEANING SYSTEMS		240	198117	MACHINE SCRUB-WAREHOUSE	\$175.00
DENNY'S	1	123112	98121	OT MEALS 12/20 & 12/26/12	\$16.00
FARMERS EXCHANGE		96044	198518	FILTERS	\$7.54
FASTENAL COMPANY		WARIC37132	198126	FASTENERS-EXHAUST FAN	\$3.03
	1	WARIC37156	98520	TREE REMOVAL: SFT GLASSES AMON	\$10.23
GLOBAL TOWER LLC	P052154	990542	198223	BADGER MTN CELL TOWER RENTAL 2	\$586.85
GRAINGER	1	7020542911	98133	INV #9029052694 V BELT	\$121.37
HOME DEPOT CREDIT SERVICES	S014891	584069	198617	BI-FOLD DOOR, GLAZING, PIVOT B	\$64.72
IRRIGATION ASSOCIATION		82704-2013	198146	2013 MEMBERSHIP DUES	\$330.00
JT AUTOMOTIVE PARTS INC DBA		277137	198531	PARTS FOR MOWERS/EDGERS	\$183.82
KENNEWICK IND & ELECTRICAL SUPPLY		630316	198147	VALUE BOX EXTENSION	\$23.00
		630500		O RING	\$2.44
	1	639118	98537	LYNNWOOD: VALVE BOX, IRRIG PAR	\$46.09
MILNE NAIL, POWER TOOL & REPAIR		125830	198551	8X1X1 COARSE GRINDING WHEEL	\$27.14
MOTION INDUSTRIES INC		WA05-310786	198556	SHOPS 100: HVAC PART	\$42.95
OXARC INC		R173609	198558	ACETYLENE GAS	\$178.85
		R173612		CO2 LIQUID GAS	\$92.60
PARAMOUNT SUPPLY COMPANY		661089	198377	SEAL	\$240.28
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$0.45
PLATT ELECTRIC SUPPLY INC		3055629	198169	24OV 3P BREAKER	\$156.30
		3056333		BALLAST	\$60.21
	1	3086721	98563	60 AMP FUSES-LIBRARY	\$51.36



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PRO BUILD COMPANY LLC		71429927	198567	WOOD-SHOPS 200	\$74.75
		71430000		JOINT COMPOUND-FS 1	\$6.16
RICHLAND ACE HARDWARE		34235	198572	CLEANING PRODUCTS FOR MOLD	\$22.98
				CLEANING PRODUCTS FOR MOLD	\$8.94
		34250		SEALER	\$20.75
SCHINDLER ELEVATOR CORPORATION		7100234424	198177	LIBRARY-ELEVATOR TESTING	\$911.89
STEEBER'S LOCK SERVICE		1019	198576	TRUCK KEYS	\$185.06
STONEWAY ELECTRIC SUPPLY		S100403546.001	198399	DISCONNECT SWITCH	\$9.99
		S100407389.001		FS1 DOOR PARTS	\$4.34
		S100410708.001		GWW TREES-WATERTITE CONNECTOR	\$25.63
	1	S100412849.001	98577	FS1: PHOTO CELL - ELECT PART	\$23.64
		S100413615.001		LIB: PARKING LOT - ELECT PARTS	\$9.19
		S100415109.001		RCC: LIGHT	\$55.10
TACOMA SCREW PRODUCTS INC		22070334	198581	LEE DOCK: ELECTRICAL PART	\$0.41
		22070452		RCC: BATHROOM	\$6.21
THE SHERWIN WILLIAMS CO		8598-9	198582	SHOPS 100 CREW ROOM PAINT	\$58.60
THERMAL SUPPLY INC		5366134	198408	WATER VALVE: FS2 APPLIANCE	\$127.34
UNITED PARCEL SERVICE	S014895	000986641023	198632	GROUND PKG TO JRM INC FOR PARK	\$51.11
WALLA WATER INC DBA		10630	198424	SHOPS 300 DOOR SERVICE CALL	\$821.51
		10680		DOOR-LOCK LUBRICANT-12 CANS	\$168.30
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$14,908.00
				2013 WCIA INSURANCE PREMIUM	\$14.00
				2013 WCIA INSURANCE PREMIUM	\$618.00
				2013 WCIA INSURANCE PREMIUM	\$82.00
				2013 WCIA INSURANCE PREMIUM	\$3,844.00
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$85,122.19
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1191	198296	ARBAUGH-LEG-SRVCS-DEC'12	\$1,323.00
BANK OF AMERICA		12120076003	198440	BANK ANALYSIS FEES 2012	\$41,149.28
CITY OF PASCO		M010713	198501	ANIMAL SHELTERING-JAN 2013	\$19,522.21
EAST OREGONIAN PUB CO		48161212	198333	ADV BLRF TOURISM CAMPAIGN RHLD	\$1,238.36
ERBEN, TARA		C13-12	198335	BLRF C13-12 PARKWAY MUSIC	\$4,200.00
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$78.30
POSTMASTER	1	PERMIT 153-12/31	98170	POSTAGE 12/19-12/31/12	\$560.95
THE BANK OF NEW YORK MELLON		111-1538350	198183	RICLTGOREF06 FEE 12/12-12/13	\$300.93
THE OBSERVER		2169751	198407	TOURISM CAMPAIGN NW OREGON'12	\$439.50
UPTOWN BUSINESS IMPROVEMENT DISTRICT		112-12	198588	BLRF 2012 G CANS	\$4,650.00
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$901.00
				2013 WCIA INSURANCE PREMIUM	\$266,266.00
				2013 WCIA INSURANCE PREMIUM	\$44,951.00
				2013 WCIA INSURANCE PREMIUM	\$3,871.00



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
NON-DEPARTMENTAL TOTAL ****					\$389,451.53
GENERAL FUND Total ***					\$838,816.10
FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$70.28
BENTON PUD		1/13-7286300000	198607	ELECTRIC/STREET LIGHTING SRVCS	\$53.97
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$76.99
				CITY UTILITY BILLS/DEC 2012	\$943.20
				CITY UTILITY BILLS/DEC 2012	\$264.17
GLASS NOOK INC		56505	198132	BAILY SASH	\$38.99
GLOBAL TOWER LLC	P052154	990542	198223	BADGER MTN CELL TOWER RENTAL 2	\$391.08
GRAINGER	1	7020542911	98133	INV #9028078765 C PUMP	\$975.88
HARBOR FREIGHT TOOLS USA INC		772494	198226	STRIKER FLINT	\$8.74
HERTZ EQUIPMENT RENTAL CORP		26644856-001	198528	LIQUID PROPANE	\$8.64
		26646679-001		LIQUID PROPANE	\$30.25
HOME DEPOT CREDIT SERVICES	S014891	7033450	198617	ALUMINUM ANGLES	\$19.07
INLAND ASPHALT CO		32-1778515	198144	ASPHALT	\$138.82
METROPOLITAN TRANSPORTATION COMMISSION	P052215	AR8149	198548	STREET SAVER RENEWAL AND SOFTW	\$2,500.00
MID COLUMBIA ENGINEERING INC		ST005378	198465	JOHN HAAKENSEN 11/25 & 12/24	\$798.00
PRO BUILD COMPANY LLC		71429939	198171	PLYWOOD PANEL	\$19.48
RICHLAND ACE HARDWARE		205216	198572	WRENCH	\$47.14
		205219		RUBBER MALLET	\$4.32
		205234		GARDEN SPRAYER	\$25.98
		34323		WASTEBASKET, TAPE MEASURE	\$41.11
		34397		TAPE MEASURE, CHALK POWDER	\$19.24
SHARI'S MANAGEMENT CORP		13312261247075	198469	OT MEALS 12/17-12/26/12	\$31.56
VERDUZCO, FRANK		011613	198591	VERDUZCO/CDL ENDORSEMENT FEE	\$85.00
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$1,508.00
				2013 WCIA INSURANCE PREMIUM	\$5,852.00
WESTERN CONCRETE ACCESSORIES		18452	198600	CONCRETE TOOLS	\$204.78
STREETS MAINTENANCE TOTAL ****					\$14,156.69
Division:	402	ARTERIAL STREETS			
AMERICAN ROCK PRODUCTS INC		177968	198482	CONCRETE	\$577.35
		178103		CONCRETE	\$407.81
		178239		CONCRETE	\$419.01
		178288		CONCRETE	\$479.77
BERGER ABAM ENGINEERS INC	P048942	301178	198490	SUPPLEMENT #7 FINAL DESIGN AND	\$8,587.83
DAILY JOURNAL OF COMMERCE		3269812	198216	HRIC CALL FOR BID	\$266.40
DAVID EVANS & ASSOCIATES INC	P052005	327226	198511	CENTER PARKWAY - RAILROAD CROS	\$10,350.22



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IMT INC	P052107	4302	198228	2013 STEVENS DR OVERLAY - cori	\$1,705.10
LEH APPRAISAL SERVICES LLC	P051721	C99-12/PYMT 8	198541	STEVENS DRIVE EXTENSION-APPRAI	\$2,750.00
TU DECIDES MEDIA INC		2012-15425	198415	HRIC CALL FOR BIDS	\$136.80
WEST COMPANY INC	P049592	C76-11/14	198599	KEENE RD BRIDGE PH 3B - #76-11	\$1,089.00
ARTERIAL STREETS TOTAL ****					\$26,769.29
CITY STREETS Total ***					\$40,925.98

FUND 110

LIBRARY

Division:

303

LIBRARY

BANK OF AMERICA

TXN00011736	198270	INGRAM BOOKS	\$133.73
TXN00011737		INGRAM BOOKS	\$119.52
TXN00011740		INGRAM BOOKS	\$47.39
TXN00011744		INGRAM BOOKS	\$101.27
TXN00011750		AMAZON KINDLE BOOKS	\$14.07
TXN00011753		INGRAM BOOKS	\$186.96
TXN00011754		INGRAM BOOKS	\$831.47
TXN00011758		INGRAM BOOKS	\$119.42
TXN00011782		BARNES&NOBLE EBOOK	\$16.23
TXN00011783		INGRAM BOOKS	\$579.45
TXN00011787		INGRAM BOOKS	\$79.15
TXN00011792		BOOK WHOLESALERS BOOKS	\$28.23
TXN00011794		CODE REVISERS OFFICE BOOK	\$249.09
TXN00011802		DISPLAYS2GOCOM - MIC KIT	\$182.87
TXN00011804		GCI MSCN-FRND-WB - MIC STAND	\$21.65
TXN00011805		PROQUEST DATABASE	\$866.40
TXN00011813		INGRAM BOOKS	\$230.08
TXN00011814		INGRAM BOOKS	\$16.88
TXN00011827		INGRAM BOOKS	\$115.56
TXN00011846		INGRAM BOOKS	\$17.54
TXN00011850		INGRAM BOOKS	\$956.28
TXN00011853		INGRAM BOOKS	\$26.36
TXN00011854		INGRAM BOOKS	\$191.30
TXN00011884		INGRAM BOOKS	\$42.69
TXN00011896		INGRAM BOOKS	\$176.00
TXN00011898		INGRAM BOOKS	\$153.98
TXN00011915		WM SUPERCENTER#3261 - BOARD MT	\$25.56
TXN00011916		PDR BOOKS	\$109.49
TXN00011918		STERLINGS - SHARED VALUES	\$100.00
TXN00011935		INGRAM BOOKS	\$1,352.84
TXN00011942		INGRAM BOOKS	\$577.74
TXN00011943		INGRAM BOOKS	\$47.36



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011944	198270	BOBS BURGERS & BREW - - SHARED	\$100.00
		TXN00011996		OVERDRIVE EBOOKS	\$186.92
		TXN00012015		INGRAM BOOKS	\$283.75
CASCADE NATURAL GAS CORP		12/12-61897100006	198107	NATURAL GAS 11/20-12/19/12	\$1,257.86
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$3,280.51
COLUMBIA INDUSTRIES SUPPORT LLC		119515	198321	DOCUMENT SHREDDING	\$82.08
EDNETICS INC		55319	198334	INSTALL REMOTE SYSLOG SERVER	\$94.76
EQUINOX SOFTWARE INC	P052216	3065	198616	REMOTE TRAINING	\$241.90
	P052216			INSTALLATION AND CONFIGURATION	\$758.10
	P052216			EQUINOX HOSTING SERVICE	\$10,000.00
	P052216			DATA MIGRATION SERVICES-	\$5,607.53
	P052216			ONSITE TRAINING	\$2,291.43
	P052216	3089		ADDITIONAL HOSTING SERVICES	\$2,500.00
FRONTIER	S014865	1/13-509-943-3152	198341	TELEPHONE CHARGE 1/4/13-2/3/13	\$518.23
OCLC INC		0000218734	198374	CAT/MDATA/RESOURCE/ILL ETC	\$902.51
STEEBER'S LOCK SERVICE		93268	198397	CASH DRAWER LOCKS	\$693.12
UNIQUE MANAGEMENT SERVICES INC		232521	198416	MONTHLY COLLECTIONS-DEC 2012	\$420.65
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$13,786.00
				2013 WCIA INSURANCE PREMIUM	\$23,022.00
				2013 WCIA INSURANCE PREMIUM	\$41.00
WASHINGTON STATE PATROL		113004803	198428	VOLUNTEER BACKGROUND CHECKS	\$20.00
XEROX CORPORATION		701595264	198198	COPIER BASE CHARGES-NOV 2012	\$370.80
		701595265		COPIER BASE CHARGES-NOV	\$233.58

LIBRARY TOTAL **** \$74,409.29

LIBRARY Total *** \$74,409.29

FUND 112

INDUSTRIAL DEVELOPMENT FUND

Division:

305

BUSINESS & ECONOMIC DEV ADMIN

ARBAUGH & ASSOCIATES INC	1191	198296	ARBAUGH-LEG-SRVCS-DEC'12	\$135.00
AT&T WIRELESS	12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$142.89
BALLEW, GARY	13-036 BALLEW	198486	ED SUMMIT/SEATTLE/BALLEW	\$437.61
BANK OF AMERICA	TXN00011739	198270	GB CONF-WAEB SUMM SEATTLE	\$225.00
	TXN00011776		th iedc cecd certification exa	\$495.00
	TXN00011784		SL-ED WEBINAR	\$90.00
	TXN00011797		GB HOTEL charge to:WSCPDA	\$183.81
	TXN00011823		TH-STUDY BOOKS CeCD 2013	\$269.00
	TXN00011828		AGENT FEE - 13-009 HERRON, TR	\$35.00
	TXN00011829		UNITED - 13-009 HERRON, TRISHA	\$763.20
	TXN00011830		GB CANNED AIR & POPUPS	\$12.19
	TXN00011841		GB HOTEL WINE SYMP SACTO 01-13	\$614.17
	TXN00011842		GB-UW&G SYMP SAC 2013	\$489.00



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011848	198270	GB FEE HOTEL WINE SYM SAC 13	\$10.50
		TXN00011866		GB SHUTTLE LA	\$20.00
		TXN00011875		GB SHUTTLE LA TO AIRPORT	\$20.00
		TXN00011922		EDC XMAS MTG TREATS	\$98.87
		TXN00011959		TRIDEC-GB 2013 REGIONAL OUTLOO	\$75.00
CITY OF RICHLAND	1	13-020 MOHR	198503	CREW/SEATTLE/MOHR	\$270.95
		DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$219.55
DEPARTMENT OF COMMERCE		CERB-1033	198329	CERB LOAN C2003-148 FERGUSON	\$48,941.12
				CERB LOAN C2003-148 FERGUSON	\$7,315.43
MILLER MERTENS COMFORT & KREUTZ PLLC		111910	198152	WSCPDA LEGAL SERVICES	\$67.50
MOHR, SALLY		13-020	198553	CREW/SEATTLE/MOHR	\$1.72
PARADISE BOTTLED WATER CO		12/12CITYATTORNEY	198163	BOTTLE WATER - DEC 2012	\$3.32
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$17.65
RGW ENTERPRISES PC	P052021	12/12-ASTRO	198571	MOD #1 TO CONTRACT #13-05 FOR	\$1,487.50
	P052021	12/12-COMMODITIES		MOD #1 TO CONTRACT #13-05 FOR	\$727.50
	P052021	12/12-HRBC		MOD #1 TO CONTRACT #13-05 FOR	\$285.00
	P052021	12/12-HRIP		MOD #1 TO CONTRACT #13-05 FOR	\$1,930.00
	P052021	12/12-RR BOUNDARY		MOD #1 TO CONTRACT #13-05 FOR	\$765.00
WINSOME DESIGN INC		6651	198433	10K 2 SIDE PASSPORT CARDS/SHIP	\$277.40
		6652		FALL 2012 EDO NEWSLETTER	\$6,235.62
XEROX CORPORATION		065820162	198604	XEROX PRINT CHRGS-DEC 2012	\$54.27
BUSINESS & ECONOMIC DEV ADMIN TOTAL ****					\$72,715.77
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
BANK OF AMERICA		TXN00011757	198270	TARGET 00023143 - Credi	(\$857.02)
		TXN00011815		WM SUPERCENTER#3261 - Purchase	\$389.10
		TXN00011900		Amazon.com - Purchase GPS	\$181.49
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$31.96
HILL INTERNATIONAL INC	P051737	0000004	198346	CONTRACT #108-12 FOR PREDESIGN	\$7,954.64
	P051737	PWA-01519.00-2	198141	CONTRACT #108-12 FOR PREDESIGN	\$14,718.72
PERMIT SURVEYING INC		12023-2.INV	198168	RAIL ROW - 2012 LOT CLOSURES	\$640.00
TANGENT SERVICES INC	P048058	1337	198404	SC10-61 AGEEMENT FOR RAIL CONS	\$1,960.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$25,018.89
INDUSTRIAL DEVELOPMENT FUND Total ***					\$97,734.66
FUND	113	I-NET			
Division:	202	CABLE COMMUNICATIONS/I-NET			
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$115.65
CABLE COMMUNICATIONS/I-NET TOTAL ****					\$115.65
I-NET Total ***					\$115.65



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 150		HOTEL/MOTEL FUND			
Division:	307	HOTEL/MOTEL TAX			
COLUMBIA RIVER JOURNEYS III LLC		C02-12	198322	C02-12 H/M TAX OUT OF REG AD	\$3,000.00
THREE RIVERS FOLKLIFE SOCIETY		104	198583	C05-12 H/M GRANT TUMBLEWEED	\$4,000.00
				HOTEL/MOTEL TAX TOTAL ****	\$7,000.00
				HOTEL/MOTEL FUND Total ***	\$7,000.00
FUND 153		CDBG FUND			
Division:	308	CDBG PROGRAM			
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	1	524 SMITH AVENUE	98097	LBP RISK ASSESSMENT-524 SMITH	\$183.82
PBS ENGINEERING & ENVIRONMENTAL		0063431.001-1	198166	ASBESTOS SAMPLING 524 SANFORD	\$716.66
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$8.05
				CDBG PROGRAM TOTAL ****	\$908.53
				CDBG FUND Total ***	\$908.53
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			
BANK OF AMERICA		TXN00011832	198270	CRAFTSMAN BOOK CO - CDBG-HOME	\$54.75
				HOME PROGRAM TOTAL ****	\$54.75
				HOME FUND Total ***	\$54.75
FUND 218		POLICE STATION DEBT SERVICE			
Division:	972	POLICE STATION DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1538352	198183	RICUTGOREF05 FEE 12/12-12/13	\$150.47
				POLICE STATION DEBT SERVICE TOTAL ****	\$150.47
				POLICE STATION DEBT SERVICE Total ***	\$150.47
FUND 220		RICHLAND COMMUNITY CTR DEBT			
Division:	973	RICHLAND CENTER DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1538352	198183	RICUTGOREF05 FEE 12/12-12/13	\$150.46
				RICHLAND CENTER DEBT SERVICE TOTAL ****	\$150.46
				RICHLAND COMMUNITY CTR DEBT Total ***	\$150.46
FUND 222		LIBRARY DEBT SERVICE			
Division:	974	LIBRARY DEBT SERVICE			
THE BANK OF NEW YORK MELLON		111-1538351	198183	RICUTGO07 AD FEE 12/12-12/13	\$300.93
				LIBRARY DEBT SERVICE TOTAL ****	\$300.93
				LIBRARY DEBT SERVICE Total ***	\$300.93



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From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
CONFEDERATED TRIBES OF THE UMATILLA	P051914	17667	198323	CULTURAL MONITORING FOR TRENCH	\$1,750.41
PARKS & REC PROJECTS TOTAL ****					\$1,750.41
PARK PROJECT CONSTRUCTION Total ***					\$1,750.41
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
PBS ENGINEERING & ENVIRONMENTAL		0063410.001-1	198559	CITY HALL-ASBESTOS SAMPLING	\$400.00
NON-DEPARTMENTAL TOTAL ****					\$400.00
GENERAL GOVT CONSTRUCTION Total ***					\$400.00
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
HD SUPPLY UTILITIES LTD	P052071	2157534-00	198137	GUY SPLICE, 7/16" STRAND,	\$643.03
	P052071			GUY GRIP 3/8" LONG BAIL UNI.,	\$645.74
	P052071			GUY SPLICE, 3/8" STRAND,	\$787.88
	P052071			GUY GRIP 7/16" TYPE B BAIL	\$1,054.57
NORTH COAST ELECTRIC COMPANY	P052103	S4902488.001	198245	CONDUIT RIGID, 1IN	\$38.15
	P052103			ADJUST SALES TAX	\$0.01
	P052103			COUPLING, RIGID 3/4"	\$10.66
	P052103			COUPLING, RIGID 1"	\$15.79
	P052103			UNISTRUT, SHALLOW, PIERCED	\$43.86
	P052103			CORD GRIP .500-.625 RANGE 1/2"	\$44.02
	P052104	S4907464.001		CONDUIT THINWALL, 1/2IN EMT	\$16.96
TOTAL ****					\$3,300.67
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1191	198296	ARBAUGH-LEG-SRVCS-DEC'12	\$756.00
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$26.74
BANK OF AMERICA		TXN00011790	198270	APPA-CYBER SECUR HDBOOK-MEY	\$75.50
		TXN00011811		OFFICE DEPOT-SURGE PROTECTORS-	\$73.62
		TXN00011862		ALASKA AIR 0272117808552 - BA	\$20.00
		TXN00011882		7-ELEVEN STORE #27214 - GAS MC	\$22.34
		TXN00011888		INTERNATIONAL TRANSACTION - IN	\$4.89
		TXN00011890		INTERNATIONAL TRANSACTION - I	\$4.89
		TXN00011894		INTERNATIONAL TRANSACTION - I	\$0.22
		TXN00011897		EDMONTON HOTEL & CONVENTI - MC	\$489.14
		TXN00011902		EDMONTON HOTEL & CONVENTI - SA	\$489.14
		TXN00011914		ALASKA AIR 0270211799457 -FLI	\$24.97



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011917	198270	INTERNATIONAL TRANSACTION - IN	\$0.21
		TXN00011921		INTERNATIONAL TRANSACTION - IN	\$0.25
		TXN00011924		INTERNATIONAL TRANSACTION - IN	\$0.25
		TXN00011925		ALASKA AIR 0270211799458 - BA	\$21.31
		TXN00011926		INTERNATIONAL TRANSACTION - I	\$0.21
		TXN00011930		ALASKA AIR 0270211799457 - BA	\$21.31
		TXN00011936		ALASKA AIR 0270211799457 -FLI	\$24.97
		TXN00012021		BOBS BURGERS-SHARED VALUED GC-	\$10.00
				BOBS BURGERS-SHARED VALUED GC-	\$320.00
CITY OF RICHLAND		13-019 HAMMOND	198503	PPC EXEC MTG/PORTLAND/HAMMOND	\$402.26
	1	DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$527.30
MID COLUMBIA ENGINEERING INC	S014846	ST0014846	198465	PENNY HOWARD, OFFICE ASSISTANT	\$750.75
	1	ST005363	98366	PENNY HOWARD 12/31/12	\$111.72
	S014846	ST005365		PENNY HOWARD, OFFICE ASSISTANT	\$140.14
	S014846	ST005395	198549	PENNY HOWARD, OFFICE ASSISTANT	\$730.73
N HARRIS COMPUTER CORPORATION	P051851	XT00075480	198156	BALANCE OF CITY SERVICE CONTRA	\$8,750.00
NORTHWEST PUBLIC POWER ASSOCIATION		101147	198159	2013 NWPPA MEMBERSHIP DUES	\$27,050.00
	1	101472	98160	2013 NW WAGE & HOUR MEMBERSHIP	\$645.00
NORTHWEST REQUIREMENTS UTILITIES INC		684	198371	2013 NRU MEMBERSHIP DUES	\$46,681.00
	1	719	98370	2013 NW RIVER PARTNERS SUPPORT	\$10,043.00
NW INTERGOVERNMENTAL ENERGY SUPPLY		124	198372	2013 NEMS COST RECOVERY	\$40,164.00
				2013 NIES ASSESSMENTS	\$13,015.00
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$9.80
PUBLIC POWER COUNCIL INC		2013-57	198382	PPC-2013 ANNUAL DUES	\$35,180.00
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$28,359.00
				2013 WCIA INSURANCE PREMIUM	\$8,584.00
				2013 WCIA INSURANCE PREMIUM	\$37,632.00
XEROX CORPORATION		065820166	198198	W5655 BASE CHRGS DEC 12	\$154.93
BUSINESS SERVICES TOTAL ****					\$261,316.59
Division:	502	ELECTRICAL ENGINEERING			
ABADAN INC		CNIN066997	198201	XEROX 6605 MAINTENANCE	\$16.72
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$143.36
BANK OF AMERICA		TXN00011756	198270	RANCH AND HOME KENNEWICK-BOOTS	\$433.09
		TXN00011764		HORIZON DISTRIBUTION/SAFETY VE	\$44.91
		TXN00011765		DAYTIMER-2013 PAGE REFILLS-STA	\$54.14
		TXN00011834		HORIZON DISTRIBUTION/SAFETY VE	\$104.77
		TXN00011858		ALBERTSONS-MTG SUPPLIES-CARPEN	\$8.10
		TXN00011873		IEEE-MEMBERSHIP-HILL	\$184.00
		TXN00011880		AMAZON-ENGINEER BOOKS-STAUFFER	\$220.99
		TXN00011885		ASCE-ENGINEER HANDBOOKS-STAUFF	\$154.00
		TXN00011909		IEEE-DUES-SCHENNUM	\$244.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011927	198270	IEEE-ELECT STANDARDS BK-STAUFF	\$60.87
		TXN00012021		BOBS BURGERS-SHARED VALUED GC-	\$200.00
D HITTLE & ASSOCIATES INC	P051884	9305	198120	ELECTRICAL ENGINEERING DESIGN	\$19,107.50
DEPARTMENT OF ENTERPRISE SERVICES	P052093	1180656	198217	ADD SALES TAX	\$25.56
	P052093			Visio Pro 2013 SNGL MVL	\$307.96
	1	1180694	98330	PRJCT 2013 SNGL MVL#076-05292	\$389.83
GEOLINE INC	P052145	316926	198131	DATA COLLECTOR: CU-TSC3 w/Trim	\$1,954.27
MEIER ENTERPRISES INC	P051735	11843	198547	300 AREA ELECTRICAL SERVICE	\$1,620.33
	P051954	11874		300 AREA ELECTRICAL SERVICE	\$8,400.00
MICHAEL E PURDY ASSOCIATES LLC	P052120	RCH1212	198150	ELEC CONTRACT SPECS/C12-89	\$1,897.85
MODERN OFFICE EQUIPMENT INC		108827	198155	ENGINEERING PRINTER REPAIRS	\$768.93
REGULATORY COMPLIANCE SERVICES		M202/2013	198570	PCB MGMT SUPPORT/RCS PHONE CON	\$395.00
STAPLES CONTRACT & COMMERCIAL INC		3188406929	198471	LETTER TRAY	\$25.47
		3188406930		WALL CLIPS/SHEARS	\$18.39
		3189284934		CREDIT-ORDER NOT RECEIVED	(\$18.39)
		3189284935		PANEL WALL CLIPS	\$16.85
		3189284936		SHEARS	\$1.54
WATER SOLUTIONS INC	P052202	6080	198635	DSC (703) BUILDING WATER UNIT	\$13.55
XEROX CORPORATION		065877130	198198	W5030 COPIER RENTAL DEC 2012	\$79.42
ELECTRICAL ENGINEERING TOTAL****					\$36,873.01
Division:	503	POWER OPERATIONS			
ANOVAWORKS	1	10326	98092	PHYSICAL-DOT	\$79.00
	1	10609	98203	DOT PHYSICAL	\$79.00
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$285.89
BANK OF AMERICA		TXN00011803	198270	COLUMBIA RIGGIN/FABRICATION	\$82.53
		TXN00011824		H-LINE UTILITY/MANHOLE COVER	\$34.26
		TXN00011886		COLUMBIA RIGGIN/FABRICATION	\$89.05
		TXN00011903		ENERGY CENTRAL-AD FOR JOURNEYM	\$427.00
		TXN00011969		JOBTARGET - AD ELEC SYS DISPTC	\$199.00
		TXN00011987		STERLINGS - Purchase	\$194.33
		TXN00011991		STERLINGS/DINNER FOR WIND STOR	\$149.01
		TXN00011994		STERLINGS/WIND STORM DINNER	\$54.10
		TXN00011999		SUBWAY-STORM OUTAGE MEALS-OPS	\$147.29
		TXN00012007		STERLINGS/WIND STORM DINNER	\$115.28
		TXN00012021		BOBS BURGERS-SHARED VALUED GC-	\$430.00
		TXN00012029		STERLINGS/WIND STORM DINNER	\$171.70
		TXN00012031		STERLINGS/WIND STORM DINNER	\$30.15
BENTON PUD		1/13-7286300000	198607	ELECTRIC/STREET LIGHTING SRVCS	\$11.45
BOYD'S TREE SERVICE LLC		2597	198101	2012 TREE PRUNING	\$4,507.93
	P052158	2612	198494	TREE PRUNING SERVICE-2013	\$5,757.28
	P052158	2623		TREE PRUNING SERVICE-2013	\$7,196.60



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/12-1901	198110	#1901 DROP BOX DISP/HAULING	\$348.90
	1	DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$80.14
				CITY UTILITY BILLS/DEC 2012	\$2,562.44
COLUMBIA RURAL ELECTRIC ASSN INC	P052156	2784	198214	SAFETY TRAINING - 2013	\$3,812.00
D HITTLE & ASSOCIATES INC	S014148	9303	198120	S. RICHLAND TRANSMISSION LINE	\$4,200.00
DENNY'S	1	010613	98328	OT MEALS 1/6/13	\$54.15
	1	123112	98121	OT MEALS 12/20 & 12/26/12	\$86.10
HERITAGE PROFESSIONAL LANDSCAPING INC		15098	198139	SOD REPLACE - 415 SHORELINE	\$2,362.03
HOME DEPOT CREDIT SERVICES	S014891	7093204	198617	BUCKET JOCKEY	\$7.56
	S014891	8012120		4X4X8 POST	\$17.63
	S014891	9021291		SHEET ROCK OSB	\$127.33
	S014891	9021293		RETURN SHEET ROCK OSB	(\$127.33)
	S014891	9021294		SHEET ROCK OSB	\$127.27
	S014891	9101076		SHEET ROCK OSB	\$49.22
KELLEY'S TELE-COMMUNICATIONS INC	P052147	022401012013	198235	AFTER HRS ANSWER SVCE - 2013	\$505.45
PARADISE BOTTLED WATER CO		12/12-POWER OPS	198163	BOTTLED WATER DEC 2012	\$97.26
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$0.45
PLATT ELECTRIC SUPPLY INC	S014848	3095458	198563	2" CONDUIT SCHEDULE 40 IN 10 F	\$102.24
RICHLAND ACE HARDWARE		205213	198572	DUST BLOWOFF	\$8.65
SHARI'S MANAGEMENT CORP		13312261247075	198469	OT MEALS 12/17-12/26/12	\$533.66
UNITED PARCEL SERVICE	S014895	000986641023	198632	ADDITIONAL HANDLING CHARGE FOR	\$8.50
	S014895			GROUND PKG TO HI-LINE UTILITY	\$30.30
WAGNER SMITH EQUIPMENT CO	S014598	0223741-IN	198593	REFURBISH ELECTRICAL SHOTGUN T	\$267.96
POWER OPERATIONS TOTAL ****					\$35,302.76
Division:	504	SYSTEMS DIVISION			
ACCURATE CALIBRATION SERVICES LLC		71529	198478	TECH SUPPORT PKG 2013	\$300.00
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$268.87
BANK OF AMERICA		TXN00011771	198270	NEWEGG-HP LASERJET PRO	\$179.99
		TXN00011773		NEWEGG-HP LASERJET PRO	\$179.99
		TXN00011843		TP TOOLS & EQUIP/GRAVITY GUN	\$750.95
		TXN00011995		WALMART-OUTAGE MEALS-WHITNEY	\$31.30
		TXN00011997		WALMART-LED HEADLAMPS-STORM	\$242.57
		TXN00012010		WALMART/LED HEAD LIGHTS	\$80.58
		TXN00012011		STARBUCKS-OUTAGE MEALS-WHITNEY	\$28.05
		TXN00012017		WALMART-STORM OUTAGE SUPPLIES	\$228.82
		TXN00012021		BOBS BURGERS-SHARED VALUED GC-	\$260.00
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$1,498.42
D HITTLE & ASSOCIATES INC	P050125	9304	198120	RICHLAND SWITCH AND FIRST STRE	\$1,488.30
	P050125			RICHLAND SWITCH AND FIRST STRE	\$766.70
FRANKLIN PUD		2012/42798-00	198453	DOBLER TESTING JUN-DEC 2012	\$1,332.44
FRONTIER	S014870	1/13-509-375-7422	198454	TELEPHONE CHARGES 1/4/13-2/3/1	\$106.45



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GRAINGER	1	7020542911	98133	INV #9028078773 ICE CLEATS	\$236.53
				INV #9028078740 LCKOT HSE	\$226.81
				INV #9028078757 ICE CLEATS	\$169.44
OXARC INC		6034VPS	198162	SPECIALTY GASSES CHARGE	\$78.07
	1	6483VPS	98558	NITROGEN CYLINDER RENTAL	\$52.57
	1	R173611	98162	CYLINDER GASSES RENTAL	\$155.19
RICHLAND ACE HARDWARE		34079	198389	BATTERY ACCESSORIES	\$37.83
	1	34330	98572	24" LEVEL	\$9.74
STEEBER'S LOCK SERVICE		93780	198397	SCHLAGE LOCKS	\$1,061.34
	1	93985	98576	DUPLICATE KEYS	\$9.75
STONEWAY ELECTRIC SUPPLY		S100401816.001	198399	LUBRICANT	\$7.80
TACOMA SCREW PRODUCTS INC		22069951	198256	HEX KEY	\$22.00
UTILITIES PLUS LLC		2777	198420	LOCATING SERVICES	\$3,875.00
UTILITIES UNDERGROUND LOCATION CENTER	S014100	2120179	198189	UTILITIES LOCATE SERVICE FOR	\$151.20
SYSTEMS DIVISION TOTAL****					\$13,836.70
Division:	505	ENERGY POLICY MGMT			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$58.87
BANK OF AMERICA		TXN00011745	198270	AGENT FEE - 13-005 BOOTH, BRIA	\$35.00
		TXN00011746		ALASKA AIR - 13-005 BOOTH, BRI	\$343.20
		TXN00011904		FRANKLINCOVEY-REFILL PGS-SHEER	\$55.07
		TXN00012006		PAYPAL-WEB FORUM-BOOTH	\$14.95
		TXN00012021		BOBS BURGERS-SHARED VALUED GC-	\$110.00
BARNETT, J MATTHEW		APPL REBATE	198299	APP REBATE-643 BIRCH	\$15.00
BENTON COUNTY AUDITOR/WEATHERWISE	P052193	122323 RELEASE	198488	RELEASE LIEN-M. ROOK, AC#12232	\$72.00
	P052193	291800 RELEASE		RELEASE LIEN: C. KERWICK, AC	\$72.00
	P052193	422500 RELEASE		RELEASE LIEN: DUANE FALETTI; A	\$72.00
	P052193	431040 RELEASE		RELEASE LIEN-RAJKO VLACO; AC#	\$72.00
	P052193	704060 RELEASE		RELEASE LIEN: HANS MEYER; AC#	\$72.00
	P052193	78187 RELEASE		RELEASE LIEN: DOUG MORGAN; AC#	\$72.00
	P052193	79470 RELEASE		RELEASE LIEN: ABBAS MOSTALA; A	\$72.00
BENTON PUD		12/12-3287762373	198099	ELEC SVC AGRMT - C129-05	\$750.01
BOB RHODES HEATING & A/C INC		69755	198303	HP/PTCS EE REBATE 804 CEDAR	\$1,400.00
BURCH, J DARIA		APPL REBATE	198308	APPL REBATE-232 WALLACE ST	\$30.00
CITY OF RICHLAND		141640	198504	706 SNOW REB HP	\$1,000.00
	1	300500	98316	INS/WINDOWS REB 1521 MCPHERSON	\$2,057.20
	1	712040	98112	2441 CATALINA-HP REBATE COR	\$1,400.00
	1	803300	98504	136 EDGEWOOD REB WINDOWS	\$465.78
		844400		1127 FOXTROT REB HP	\$1,300.00
	1	850800	98316	WINDOWS REBATE 4725 FRENCH	\$1,158.00
	1	9810384	98504	900 COTTONWOOD REB WINDOWS	\$573.60
DELTA HEATING & COOLING INC	P052018	20885	198512	CONSERVATION LOAN; JARED WADDE	\$6,043.14



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DELTA HEATING & COOLING INC		20933	198326	HP/PCTS EE REBATE 504 BIRCH	\$900.00
EFFICIENCY SOLUTIONS LLC		12-12	198515	12/12 CONSERV INSPECTIONS	\$1,632.00
ENERGY NORTHWEST	P052192	345 HILLS BLDG D	198516	COMM LIGHTING PROJECT - 345 HI	\$3,447.00
	1	CALE30150	98124	CALIBRATION MICROMANOMETER	\$222.08
FINANCIAL CONSULTING SOLUTION GROUP	P051012	1979-21212118	198128	ELECTRIC UTILITY RATE DESIGN	\$4,500.00
FLUID MARKET STRATEGIES INC		11407	198524	12/2012 DIRECT INSTL PRGRM	\$80.00
GARZA, ROSE		APPL REBATE	198342	APPL REBATE-1109 BIRCH AVE	\$30.00
GLASS NOOK INC		56124	198132	WINDOW EE REBATE 1424 FARRELL	\$290.46
		56371		WINDOWS EE REBATE 1476 AMON DR	\$418.86
HALL, TESSA		APPLIANCE REBATE	198344	APPL REBATE-2466 PERSHING AVE	\$30.00
HUYNH, LONG H		APPL REBATE	198347	APPL REBATE-1608 MOLLY MARIE	\$45.00
IWI INC		51208	198350	INSULATION REBATE 1524 HUNT	\$144.00
	1	51905	98529	INSULATION EE REB 1018 THAYER	\$702.00
		53808		INSULATION REB 1322 COTTONWOOD	\$400.00
	1	54376	98350	INSULATION EE REB 1105 CEDAR	\$456.15
JACOBS & RHODES INC		106800	198351	HP/PTCS EE REBATE 1702 TURNER	\$1,400.00
JOHNSON, ROSE		APPL REBATE	198353	APPL REBATE-2305 GREENBROOK	\$30.00
M CAMPBELL & COMPANY INC		576050	198544	147 HILLVIEW - REBATE - HP	\$1,000.00
MARTIN BUSINESS SYSTEMS	P052023	13963	198365	ADD FREIGHT	\$70.38
	P052023			BACK OF LOAN PAPER 20# WHITE-L	\$32.27
	P052023			BACK OF LOAN PAPER 20# WHITE-L	\$322.73
PERFECTION GLASS		9936398663	198247	WINDOWS EE REBATE 515 THAYER	\$66.06
		9936398843		WINDOWS EE REBATE 412 ABERT	\$243.00
	P051700	9936399392	198167	CONSERVATION LOAN; DUANE REID	\$6,284.65
	1	9936399632	98247	WINDOWS EE REB 2513 DAWN HILL	\$238.14
		9936399841		WINDOWS EE REBATE 538 FULLER	\$84.60
		9936400539		WINDOW EE REB 2354 SNOHOMISH	\$144.00
		9936400541		WINDOWS EE REBATE 403 ASH	\$1,491.84
		9936400729		WINDOWS EE REBATE 1311 HAINS	\$351.30
		9936400796		WINDOWS EE REBATE 1105 ELM	\$459.36
	1	9936401122	98379	WINDOW EE REBATE 2332 BENTON	\$240.00
	1	9936401124	98247	WINDOWS EE REBATE 317 FULLER	\$623.46
	P051689	9936401357	198560	CONSERVATION LOAN; PAT MAC ISA	\$2,769.23
	1	9936401376	98379	WINDOWS EE REBATE 1491 AMON	\$979.02
		9936401400		WINDOW EE REB 141 COL PARK TRL	\$100.00
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$205.20
QUIRK, ROBERT		APPL REBATE	198383	APPL REBATE-2848 SAW GRASS LP	\$15.00
SMITH INSULATION INC	P051695	12760	198178	CONSERVATION LOAN; JUAN RAMOS	\$7,715.02
	P051690	12760-A		CONSERVATION LOAN; JUAN RAMOS	\$1,933.16
	1	12826-COFR	98575	INSULATION EE REB 1313 ACACIA	\$1,389.64
TALON SYSTEMS INC DBA		86	198403	PTCS EE REBATE 239 SKYLINE	\$400.00



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TALON SYSTEMS INC DBA		87	198403	PTCS EE REBATE 19 PROTON LN	\$400.00
		88		PTCS EE REBATE 41 COMPTON LN	\$400.00
		89		PTCS EE REBATE 45 NUCLEAR LN	\$400.00
		90		PTCS EE REBATE 21 GALAXY LN	\$400.00
		91		PTCS EE REBATE 18 VALLEY VIEW	\$400.00
		92		PTCS EE REBATE 2021 MAHAN M-8	\$400.00
		93		PTCS EE REBATE 17 COSMIC LN	\$400.00
		94		PTCS EE REBATE 150 CEDARWOOD	\$400.00
		95		PTCS EE REBATE 237 SKYLINE DR	\$400.00
		96		PTCS EE REBATE 235 SKYLINE DR	\$400.00
		97		PTCS EE REBATE 50 RIGECLEIFF	\$400.00
TOTAL ENERGY MANAGEMENT INC	P052032	47787LOAN	198584	CONSERVATION LOAN; JEFF MARTY	\$14,923.74
TRANS UNION LLC		12203422	198411	CREDIT REPORT-HENRY	\$7.22
TRI CITY GLASS INC	P051411	121697	198586	CONSERVATION LOAN: JAKE GIVAN	\$9,495.74
WATER SOLUTIONS INC	P052202	6080	198635	DSC (703) BUILDING WATER UNIT	\$17.33
WILLIAMS, BROOKE		APPL REBATE	198432	APPL REBATE-807 WILLARD AVE	\$30.00
XEROX CORPORATION		065820166	198198	W5655 BASE CHRGS DEC 12	\$154.93

ENERGY POLICY MGMT TOTAL ****

\$88,228.39

Division: 506 TECHNICAL SERVICES

AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$152.75
BANK OF AMERICA		TXN00011806	198270	WM SUPERCENTER#3261 - OLAND RE	\$3.62
		TXN00011934		THE HOME DEPOT #4746 - KNEE PA	\$32.46
		TXN00011957		HOME DEPOT-BREAKER-WHITNEY	\$196.02
		TXN00011958		HOME DEPOT-BREAKER-WHITNEY	\$98.52
		TXN00011961		HOME DEPOT-RETURN BREAKER-WHIT	(\$196.02)
		TXN00011965		HOME DEPOT-RETURN BREAKER-WHIT	(\$98.52)
		TXN00011981		BOBS BURGERS-VALUES GC-TECH CR	\$75.00
		TXN00012021		BOBS BURGERS-SHARED VALUED GC-	\$145.00
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$1,208.42
GLOBAL TOWER LLC	P052154	990542	198223	BADGER MTN CELL TOWER RENTAL 2	\$1,173.70
PLATT ELECTRIC SUPPLY INC		3063894	198563	SCREWDRIVER BATTERY PK	\$141.22
STONEWAY ELECTRIC SUPPLY		S100389815.001	198399	PLUGS/CONNECTORS	\$94.05
		S100389995.001		CREDIT FOR RETURNS	(\$158.55)
TRI CITIES BATTERY & AUTO REPAIR		0085128	198186	12V BATTERY	\$17.57
		0085134		6V BATTERY	\$10.87

TECHNICAL SERVICES TOTAL ****

\$2,896.11

ELECTRIC UTILITY FUND Total ***

\$441,754.23

FUND 402

WATER UTILITY FUND

Division: 410 WATER CAPITAL PROJECTS



City Of Richland

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From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALLSTAR CONSTRUCTION GROUP INC	P052087	C149-12/PYMT 1	198292	HORN RAPIDS IRRIGATION ELECTRI	\$13,050.81
BRANOM INSTRUMENT CO	S014816	497826	198102	ANTENNA CABLE, LMR400 N MALE T	\$168.95
T BAILEY INC	P052089	C148-12/PYMT 1	198402	MEADOW HILLS WATER TANK - 148-	\$40,493.60
WATER CAPITAL PROJECTS TOTAL ****					\$53,713.36
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1191	198296	ARBAUGH-LEG-SRVCS-DEC'12	\$486.00
THE BANK OF NEW YORK MELLON		111-1535886	198183	RICWATIREF12 FEE 6/12-11/2013	\$211.65
		111-1538353		RICWAT04 AD FEE 12/12-12/13	\$132.22
		111-1538354		RICWATIREF09 FEE 12/12-12/13	\$131.78
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$34,771.00
				2013 WCIA INSURANCE PREMIUM	\$70,470.00
				2013 WCIA INSURANCE PREMIUM	\$2,540.00
WATER ADMINISTRATION TOTAL ****					\$108,742.65
Division:	412	WATER OPERATIONS			
ANOVAWORKS	1	10382	98203	DOT PHYSICAL	\$79.00
		10556		PFT/RESPIRATOR MINI PHYSICAL	\$104.00
ARAMARK UNIFORM SERVICES INC		12/12-934962000	198438	LINEN CHARGES FOR DEC 2012	\$55.63
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$80.85
BANK OF AMERICA		TXN00011859	198270	GREEN RIVER COMM COLLEGE - BAT	\$675.00
BENTON FRANKLIN HEALTH DISTRICT		5306	198301	WATER SAMPLES-DEC'12	\$3,024.00
BUILDERS HARDWARE & SUPPLY CO INC		S3200793.001	198103	WTP ACCESS CONTROL	\$2,144.34
CASCADE NATURAL GAS CORP		12/12-28638100009	198107	110 SAINT ST - 11/20-12/19/12	\$17.22
CHEMSEARCH	S014861	970834	198612	AEROSOL GREASE, CHEMSEARCH	\$51.44
CITY OF RICHLAND		13-010 ANDREWS	198503	BAT EXAM/SPOKANE/ANDREWS	\$126.31
	1	DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$28,037.65
FATELEY, PETER		010213	198127	FATELEY CDL ENDORSEMENT FEE	\$95.00
GLOBAL TOWER LLC	P052154	990542	198223	BADGER MTN CELL TOWER RENTAL 2	\$977.93
MID COLUMBIA ENGINEERING INC		ST005351	198151	ALICIA SHYO LOVE12/23-12/29/12	\$290.28
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$1.80
RH2 ENGINEERING INC	P051778	57214	198388	WTP AUTOMATION CAPABILITIES -	\$8,057.02
SPX FLOW TECHNOLOGY INC	S014767	90931127	198395	ACTUATOR PART #459489B	\$4,219.37
	S014767			FREIGHT	\$6.90
SRC4	1	2013 SRC4 SEMINAR	98396	SRC4 REGISTRATION-FINCH	\$100.00
XEROX CORPORATION		065877131	198434	DEC LEASE/QTRLY PRINT USAGE	\$40.72
WATER OPERATIONS TOTAL ****					\$48,184.46
Division:	413	WATER MAINTENANCE			
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$201.90
BANK OF AMERICA		TXN00011772	198270	COSTCO WHSE #0486 - TV	\$147.45
				COSTCO WHSE #0486 - TV	\$283.86
		TXN00011833		WM SUPERCENTER#3261 - DVD FOR	\$181.94



City Of Richland

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From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011883	198270	PAYPAL MYBINDING - FREIGHT CH	\$6.44
				PAYPAL MYBINDING - LAMINATING	\$42.22
		TXN00011937		CDW GOVERNMENT - MONITOR EXTEN	\$37.12
		TXN00011973		RADIOSHACK 00133843 - BATTE	\$21.65
		TXN00011986		RADIOSHACK 00133843 - CREDI	(\$21.65)
CHEMSEARCH	S014861	970834	198612	AEROSOL GREASE, CHEMSEARCH	\$51.44
	S014861			ADJUST SALES TAX	\$0.01
	S014861			SHIPPING	\$23.35
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$65.32
				CITY UTILITY BILLS/DEC 2012	\$185.02
				CITY UTILITY BILLS/DEC 2012	\$849.16
				CITY UTILITY BILLS/DEC 2012	\$26.44
				CITY UTILITY BILLS/DEC 2012	\$0.82
				CITY UTILITY BILLS/DEC 2012	\$8.49
EVERGREEN RURAL WATER OF WASHINGTON		22944	198337	2013 ANNUAL MEMBERSHIP DUES	\$300.00
FASTENAL COMPANY		WARIC37086	198126	BOLTS	\$13.74
GEOLINE INC	P052145	316926	198131	DATA COLLECTOR: CU-TSC3 w/Trim	\$1,954.28
GRAINGER	1	7020542911	98133	INV #9023125462 BATTERY PACK	\$428.87
HARBOR FREIGHT TOOLS USA INC		552577	198134	TIE DOWN RATCHET	\$27.58
		553159		ALUMINUM 36' PIPE	\$59.55
	1	770375	98226	ALUMINUM/STEEL PIPE	\$90.93
HD FOWLER COMPANY INC	S014867	I3288523/I3290457	198345	10" MEGALUG MJ ACCESSORY KIT	\$660.89
	1	I3293329	98527	3/4" & 1" GASKETS	\$108.82
HOME DEPOT CREDIT SERVICES	S014891	1584013	198617	FOIL INSUL.	\$77.59
NORCO INC		10820030	198158	CYLINDER RENTAL-DEC 2012	\$20.14
OXARC INC		R173608	198162	CYLINDER RENTAL-DEC 2012	\$39.85
RICHLAND ACE HARDWARE		205222	198572	CABLE TIES	\$18.39
		205280		FASTENERS	\$34.97
		34349		HEX BUSHINGS	\$10.81
ROTSCHY INC	P051952	PWP12-02/PYMT 1	198391	BMID INTERTIE PRV INSTALLATION	\$45,306.90
STAPLES CONTRACT & COMMERCIAL INC		3188812916	198471	LAMNT POUCH LETTER/10 MIL	\$87.05
UNITED PARCEL SERVICE	S014857	000986641522	198263	GROUND PKG TO DEPT OF L & I FO	\$7.04
	S014881	000986641013	198476	GROUND PKG TO DEPT OF L & I FO	\$7.14
	S014881			GROUND PKG TO SOILTEST FARM	\$14.74
UTILITIES UNDERGROUND LOCATION CENTER	S014100	2120179	198189	UTILITIES LOCATE SERVICE FOR	\$25.20
WATER MAINTENANCE TOTAL ****					\$51,405.46
WATER UTILITY FUND Total ***					\$262,045.93
FUND 403	WASTEWATER UTILITY FUND				
Division: 420	SEWER ADMINISTRATION				
THE BANK OF NEW YORK MELLON		111-1535886	198183	RICWATIREF12 FEE 6/12-11/2013	\$211.64



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THE BANK OF NEW YORK MELLON		111-1538353	198183	RICWAT04 AD FEE 12/12-12/13	\$169.53
		111-1538354		RICWATIREF09 FEE 12/12-12/13	\$143.58
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$25,579.00
				2013 WCIA INSURANCE PREMIUM	\$1,098.00
				2013 WCIA INSURANCE PREMIUM	\$44,181.00
SEWER ADMINISTRATION TOTAL ****					\$71,382.75
Division: 421 SEWER CAPITAL PROJECTS					
ROGERS SURVEYING INC PS		1/13-LOGSTON	198574	LOGSTON SEWER PROJECT	\$500.00
SEWER CAPITAL PROJECTS TOTAL ****					\$500.00
Division: 422 SEWER OPERATIONS					
ABM JANITORIAL NORTHWEST		4626219	198091	JANITORIAL SERVICE DEC 2012	\$213.15
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$62.31
BANK OF AMERICA		TXN00011761	198270	HARBOR FREIGHT TOOLS 49 - Purc	\$10.79
		TXN00011789		FRED-MEYER #0286 - Purchase	\$23.37
		TXN00011844		ONLINE SIGN PURCHASE - Purchas	\$19.90
BENTON FRANKLIN HEALTH DISTRICT	P052064	5364	198301	RICHLAND COMPOST FACILITY SAMP	\$210.00
	P052064			PERCENT SOLIDS	\$56.00
	P052064			ADDITIONAL DILUTION MPN	\$49.00
CITY OF RICHLAND		12/12-25	198110	#25 SEWAGE SLUDGE/DROP BOX	\$2,359.07
	1	DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$20,701.81
COLUMBIA ANALYTICAL SERVICES INC DBA	S052068	51-208223-0	198508	BIOSOLIDS- 365.3M PHOSPHORUS,	\$27.00
	S052068			BIOSOLIDS- ASTM D1426-931 TOTA	\$52.50
	S052068			BIOSOLIDS- 350.1M NITROGEN, AM	\$37.50
	S052068			BIOSOLIDS- 353.2M NITROGEN, NI	\$37.50
	S052068			BIOSOLIDS- 9056A SULFATE ANION	\$37.50
	S052068			BIOSOLIDS- TS-MET TOTAL SOLIDS	\$15.00
	S052068			BIOSOLIDS- NITROGEN,	\$37.50
	S052068			BIOSOLIDS- 200.7 MODIFIED META	\$40.00
	S052068			BIOSOLIDS- 9065 MODIFIED PHENO	\$67.50
	S052068			BIOSOLIDS- TOTAL CYANIDE	\$67.50
	S052068			BIOSOLIDS- 200.8 MODIFIED META	\$175.00
	S052068			RICHLAND COMPOST FACILITY SAMP	\$90.00
	S052066	51-208517-0		WWTP LOCAL LIMITS SAMPLING EVE	\$60.00
	S052066			WATER- 200.8 TRACE ELEMENTS	\$130.00
	S052066	51-208547-0		WATER- 200.8 TRACE ELEMENTS WI	\$162.50
	S052066			WATER- 1631E TOTAL MERCURY WIT	\$75.00
GLOBAL TOWER LLC	P052154	990542	198223	BADGER MTN CELL TOWER RENTAL 2	\$977.93
MID COLUMBIA ENGINEERING INC		ST005351	198151	ALICIA SHYO LOVE12/23-12/29/12	\$290.27
PARADISE BOTTLED WATER CO		12/12-WASTEWATER	198163	BOTTLED WATER WWTF LAB	\$189.00
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$7.12



City Of Richland

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From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POLYDYNE INC	P052134	774711	198565	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
RICHLAND ACE HARDWARE		34313	198572	SHARKBITE CAP-ASPS IN BASEMENT	\$19.23
TACOMA SCREW PRODUCTS INC		22070095	198473	FIRST AID STATIONS	\$254.06
TRI CITIES BATTERY & AUTO REPAIR		0085249	198412	12 V BATTERY-UPS PLANT REPAIRS	\$60.73
UNITED PARCEL SERVICE	S014895	000986641023	198632	NEXT DAY AIR PKG TO NEWFIELDS	\$100.40
	S014895			GROUND PKG TO SOILTEST FARM	\$12.60
	S014895			ADDITIONAL HANDLING CHARGE FOR	\$8.50
US COMPOSTING COUNCIL	P052171	2013 RENEWAL	198418	US COMPOSTING COUNCIL SEAL OF	\$550.00
WASHINGTON ORGANIC RECYCLING COUNCIL	P052212	2013 DUES	198596	2013 WASHINGTON ORGANIC RECYCL	\$125.00
XEROX CORPORATION		065820173	198604	W5135 XEROX COPIER LEASE-DEC	\$175.04
SEWER OPERATIONS TOTAL ****					\$33,015.28

Division: 423 SEWER MAINTENANCE

ABM JANITORIAL NORTHWEST		4626219	198091	JANITORIAL SERVICE DEC 2012	\$213.14
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$143.43
BANK OF AMERICA		TXN00011807	198270	OWEN EQUIPMENT COMPANY - Purch	\$100.00
		TXN00011839		WHOLESALE SPORTS 110 - Purchas	\$259.90
		TXN00011856		WALMART/SD CARD	\$8.06
CENTRAL HOSE & FITTINGS INC		357920	198312	GALVANIZED COUPLING/NIPPLE	\$16.11
		357980		HEAD PLUGS/BALL VALVE-COMPOST	\$28.36
GEOLINE INC	P052145	316926	198131	DATA COLLECTOR: CU-TSC3 w/Trim	\$1,954.27
GRAINGER	1	7020542911	98133	INV #9026041708 FIREHOSE NIPPL	\$22.87
GREEN RIVER COMMUNITY COLLEGE/WOW	P052211	B4721/2013	198456	BACKFLOW ASSEMBLY TESTER	\$42.00
IRRIGATION SPECIALISTS INC		1054014-0001-01	198349	VALVE REPLACEMENT SUPPLIES	\$1,453.50
JT AUTOMOTIVE PARTS INC DBA		276812	198531	POWER PUNCH VEH 3226	\$7.03
PARAMOUNT SUPPLY COMPANY		614280CM	198377	RETURNED PAC SEAL 217	(\$256.62)
		629846		PAC SEAL 217	\$162.27
PARTSMASTER	1	20641250	98622	SDS PLUS BIT INDEX 7 PC	\$63.51
		20641858		SDS PLUS BIT INDEX 7 PC	\$63.51
RICHLAND ACE HARDWARE		34326	198572	SHARKBITE VALVES/COUPLES/ELBOW	\$223.56
SOLID WASTE SYSTEMS INC		0060037-IN	198393	CAMERA REPAIRS	\$451.97
TACOMA SCREW PRODUCTS INC		22070273	198473	GRAPHITE LUBRICANT/CLEANER	\$12.23
THE DRAIN SURGEON		010213	198406	SNAKE MAIN-FIRE STATION 1	\$139.71
UTILITIES UNDERGROUND LOCATION CENTER	S014100	2120179	198189	UTILITIES LOCATE SERVICE FOR	\$25.20
VERIZON WIRELESS		1147905199	198191	BROADBAND WIRELESS	\$40.01

SEWER MAINTENANCE TOTAL **** \$5,174.02

WASTEWATER UTILITY FUND Total *** \$110,072.05

FUND 404 SOLID WASTE UTILITY FUND

Division: 431 SOLID WASTE ADMINISTRATION

WASHINGTON CITIES INSURANCE AUTHORITY	101104	198426	2013 WCIA INSURANCE PREMIUM	\$18,277.00
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City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$14.00
				2013 WCIA INSURANCE PREMIUM	\$6,993.00
SOLID WASTE ADMINISTRATION TOTAL ****					\$25,284.00
Division:	432	SOLID WASTE COLLECTION			
ADVANCED PAGING & COMMUNICATIONS INC	P052133	17008	198291	ADJUST TAX	(\$0.01)
	P052133			PROGRAMMING CABLE #OPC-1122U	\$96.39
	P052133			SHIPPING	\$5.58
ANOVAWORKS	1	10207	98294	HEP A/B COMBO-BLASDEL	\$152.00
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$104.76
BANK OF AMERICA		TXN00012016	198270	COSTCO WHSE-SV MTG SUPPLIES	\$20.30
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$195.96
CLAYTON WARD COMPANY		6088023	198113	CURBSIDE RECYCLING FEES-DEC	\$691.89
GEOLINE INC	P052145	316926	198131	DATA COLLECTOR: CU-TSC3 w/Trim	\$1,954.27
GLOBAL TOWER LLC	P052154	990542	198223	BADGER MTN CELL TOWER RENTAL 2	\$587.32
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$78.05
SOLID WASTE COLLECTION TOTAL ****					\$3,886.51
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC		12/12-934962000	198438	LINEN CHARGES FOR DEC 2012	\$103.70
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$27.13
BANK OF AMERICA		TXN00011760	198270	QUALITY LOGO-MAGNETS	\$601.30
		TXN00011946		WADAYANEED-LOGO ITEMS	\$243.56
		TXN00011989		FRED-MEYER-SV MEETING SUPPLY	\$142.56
		TXN00012023		YOKES-SV MTG SUPPLIES	\$18.74
CAROLINA SOFTWARE	P052173	50508	198310	ANNUAL SUPPORT AND MNTNC QUART	\$250.00
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$2,222.90
FOLLETT, LYNNE			198129	FOLLETT/MILEAGE DECEMBER 2012	\$23.31
MITCHELL, FRANK			198153	MITCHELL/MILEAGE DECEMBER 2012	\$50.51
PARADISE BOTTLED WATER CO		12/12-LANDFILL	198163	BOTTLED WATER-DEC 2012	\$59.36
STAPLES CONTRACT & COMMERCIAL INC		3188406931	198471	STENCILS	\$13.52
SUAREZ, VALERIE		2012 MILEAGE	198579	SUAREZ/MILEAGE 1/12-12/30/12	\$63.83
TESTAMERICA LABORATORIES INC	P050650	58073794	198405	2012 LANDFILL ENVIRONME NTAL	\$6,251.00
TOP TREE SERVICE LLC		122612	198410	CRUSH ASPHALT/CONCRETE	\$5,525.56
				CRUSH ASPHALT/CONCRETE	\$7,591.74
WASTE MANAGEMENT		0086279-1819-9	198266	POL SERVICES/LANDFILL	\$105.68
XEROX CORPORATION		065820177	198198	BASE CHARGE/COPY USAGE-DEC	\$258.53
ZOLL MEDICAL CORPORATION GPO		1905804	198435	AED STAT PADS	\$47.92
SOLID WASTE DISPOSAL TOTAL ****					\$23,600.85
SOLID WASTE UTILITY FUND Total ***					\$52,771.36
FUND	405	STORMWATER UTILITY FUND			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 441 STORMWATER					
ABM JANITORIAL NORTHWEST		4626219	198091	JANITORIAL SERVICE DEC 2012	\$213.14
AT&T WIRELESS		12-12-28724328888	198297	ACCT#287243288881 MASTER BILL	\$24.26
CENTRAL HOSE & FITTINGS INC		357806	198312	BUMPER STOPS	\$22.20
CITY OF RICHLAND		12/12-11220	198613	#11220 SEWAGE SLUDGE/DROPBOX	\$1,143.17
	1	DECEMBER 2012	98314	CITY UTILITY BILLS/DEC 2012	\$110.50
HARBOR FREIGHT TOOLS USA INC		774691	198226	HEAT SHRINK TUBING	\$4.32
TACOMA SCREW PRODUCTS INC		22069765	198256	PLUGS/COUPLER/HOSE	\$35.99
	1	22070176	98473	STEEL DROP INS/SCREWS/TOOL	\$18.71
THE BANK OF NEW YORK MELLON		111-1538354	198183	RICWATIREF09 FEE 12/12-12/13	\$23.82
TWIN CITY METALS INC		74119	198587	METAL FOR LESLIE POND REPAIRS	\$987.39
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$327.00
STORMWATER TOTAL ****					\$2,910.50
STORMWATER UTILITY FUND Total ***					\$2,910.50
FUND 406 GOLF COURSE FUND					
Division: 336 GOLF COURSE					
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$2,550.00
GOLF COURSE TOTAL ****					\$2,550.00
GOLF COURSE FUND Total ***					\$2,550.00
FUND 407 MEDICAL SERVICES FUND					
Division: 121 AMBULANCE					
BANK OF AMERICA		TXN00011766	198270	CREDIT PURCHASE BALANCE - Cred	(\$53.28)
		TXN00011768		CREDIT PURCHASE BALANCE - Cred	(\$248.64)
		TXN00011819		AMAZON - CREDIT OFFSET	\$248.64
		TXN00011821		AMAZON - EMS FIELD GUIDES	\$230.88
		TXN00011822		AMAZON - CREDIT OFFSET	\$53.28
		TXN00011849		MEDICAL DEVICE DEPOT/NICOLET P	\$589.98
		TXN00011865		STERLINGS - SHARED VALUES	\$135.00
		TXN00011869		THOMAS EMS - ALS DRUG CASE	\$494.45
		TXN00011870		CON TERRA - AIRWAY PRO	\$170.52
		TXN00011874		THOMAS EMS - DRUG CASE	\$193.90
		TXN00011877		MARKETLAB - MEDICAL TRAY	\$250.45
		TXN00011878		CON TERRA - INTUBATION KITS	\$320.56
		TXN00011998		WALGREENS - THERMOMETERS	\$108.28
BOUND TREE MEDICAL LLC		80919775	198304	STRETCH BANDAGES	\$3.01
		80920834		SYRINGE CANNULA	\$1.90
		80921987		LITTMANN DIAPHRAGM AND RIM	\$12.54
		80921988		NIPB CUFFS/TAPE/GLUCOSE STRIP	\$219.16



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC	1	80921989	198304	IV SETS/DEFIB PADS/SALINE	\$405.91
		80923095		SYRINGE NEEDLE	\$29.54
		80926213		DEFIB PADS/ELECTRODES	\$1,112.40
		80927330		12 LEAD CABLE/EXAM GLOVES	\$411.54
				12 LEAD CABLE/EXAM GLOVES	\$208.94
		80928397		GLUCOSE STRIPS/ET BULB	\$85.43
		80929482		RED DOT ELECTRODES	\$257.22
		80930393		PEDIATRIC NIBP CUFFS	\$28.14
		80931385		6 WIRE 12 LEAD CABLE	\$157.04
		80931386		MASIMO SETS/GLUCOSE STRIPS	\$134.40
		80935111		RESPIRATORY ADAPTOR	\$3.60
		80935112		ASPIRIN/SALINE	\$17.35
		80936422		BANDAGES	\$3.43
		80940505		SHARPS CONTAINER	\$5.39
		80940506		ANTIMICROBAL HAND WIPES	\$10.51
		80941647		STERILE WATER	\$6.44
		80941648		BVM NEBULIZER KIT	\$5.47
		80941649		IV SETS/SALINE/PREP PADS	\$440.98
		80944117	98492	IV SETS, IV DRESSING, GLUTOSE	\$357.69
		80944118		BP CUFF, ADULT	\$116.56
		80944119		IV DRESS, EXAM GLOVES, SALINE	\$80.56
		80945358		EPINEPHRINE	\$11.50
		80948865		LATEX FREE EXAM GLOVES	\$128.66
		80948866		IV SETS, EXAM GLOVES, ASPIRIN	\$366.00
		80950074		IV SETS, NIBP CUFFS, BVMS	\$508.07
		80951253		ASPIRIN	\$0.98
		80951254		SYRINGE	\$13.75
		80952362		IV SETS, RAZORS, FILTERLINE ST	\$465.52
		80954424		IV SET, NIBP CUFF, TEST STRIPS	\$195.33
		80955619		ASPIRIN	\$5.14
		80955620		ASPIRIN	\$2.56
		80955621		ASPIRIN	\$5.14
		80960478		HYPODERMIC NEEDLE	\$15.29
		80963152		IV DRESSING, SMART CAPNOLINE	\$171.29
		80963153		SMART CAPNOLINE, TOURNIQUET	\$710.49
		80964892		EXAM GLOVES, BLOOD TUBES	\$92.58
		80964893		TEST STRIPS, SALINE, BVMS	\$219.05
CITY OF KENNEWICK		010236	198500	2013 EMS CERTIFICATION FEES	\$3,608.00
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$527.58
FEDERAL EXPRESS CORP		2-121-51735	198338	MARKET LAB SHIPPING FEE	\$5.59
KADLEC REGIONAL MEDICAL CENTER		013113.04	198355	DEC PHARMACY CHARGES	\$1,776.25



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KADLEC REGIONAL MEDICAL CENTER		123112.21	198355	NOV PHARMACY CHARGES	\$1,039.05
NEXTEL COMMUNICATIONS		891160522-106	198244	CELL PHONES 11/18-12/17/12	\$36.26
PHYSIO-CONTROL INC		413026329	198562	LUCAS 2 BATTERY	\$596.24
		413028081		2013 LIFEPAK MAINT AGREEMENT	\$8,006.31
POCKETINET COMMUNICATIONS INC	P052222	258694	198564	STA 71 INTERNET CHARGES (JANUA	\$14.75
	P052222	258974		STA 72 INTERNET CHARGES (JANUA	\$14.75
	P052222	258975		STA 73 INTERNET CHARGES (JANUA	\$17.25
PUBLIC SAFETY TESTING INC		2012-4872	198249	4TH QTR 2012 SUBSCRIPTION FEES	\$54.65
RICHLAND ACE HARDWARE		34402	198572	HEADLIGHT, CABLE	\$44.37
SPRINT	1	147658811-061	98254	MONTHLY SRVC CHARGES-LIFEPAKS	\$151.24
STERICYCLE INC		3002114596	198398	BIO WASTE MONTHY FEE	\$10.36
VERIZON WIRELESS		1147907083	198422	MDT WIRELESS CHARGES	\$224.12
AMBULANCE TOTAL ****					\$25,647.29
MEDICAL SERVICES FUND Total ***					\$25,647.29
FUND 408	BROADBAND UTILITY FUND				
Division:	460	BROADBAND ADMINISTRATION			
ID CONSULTING SOLUTIONS LLC	P047948	2012-315	198348	MODIFICATION #3 - COR FIBER WA	\$54,343.21
PARAMOUNT COMMUNICATIONS INC	P051836	29597	198164	Vaults installed along GWW for	\$12,389.80
BROADBAND ADMINISTRATION TOTAL ****					\$66,733.01
BROADBAND UTILITY FUND Total ***					\$66,733.01
FUND 501	CENTRAL STORES FUND				
Division:	000				
BANK OF AMERICA		TXN00011892	198270	WALMART/BANDAGES FOR C STOCK	\$15.34
FISHER SCIENTIFIC COMPANY, LLC	P052072	4067317	198340	GLASSES, GRAY UVEX SKYPER X2,	\$75.81
	P052072			GLASSES, CLEAR UVEX SKYPER X2,	\$104.18
	P052072	4600126		GLASSES, AMBER LENS FOR UVEX	\$30.97
	P052072			ADJUST SALES TAX	\$0.01
	P052072			GLASSES, SAFETY READER +2.0	\$195.37
	P052072	4698696		EAR PLUG, FOAM, NRR31, MOLDEX	\$235.12
	P052072			ADJUST SALES TAX	(\$0.01)
TOTAL ****					\$656.79
Division:	903	CENTRAL STORES			
CANON SOLUTIONS AMERICA INC		404886	198445	W6520 COLOR COPIER 12/1 PRTSHP	\$565.54
		404902		W9220 BLK COPIER 12/12 PRTSHOP	\$173.25
CENTRAL STORES TOTAL ****					\$738.79
CENTRAL STORES FUND Total ***					\$1,395.58
FUND 502	EQUIPMENT MAINTENANCE FUND				



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 214 EQUIPMENT MAINTENANCE					
ARAMARK UNIFORM SERVICES INC		12/12-934962000	198438	LINEN CHARGES FOR DEC 2012	\$125.08
BANK OF AMERICA		TXN00011895	198270	SPUDNUT SHOP/DONUTS	\$25.78
		TXN00011984		ANTHONY'S - GIFT CARD	\$85.46
BRAUN NORTHWEST INC		14778	198495	COMPRESSOR VEH 5043 WO 31589	\$847.56
CENTRAL HOSE & FITTINGS INC		358781	198497	PLUGS VEH 6581 WO 31665	\$11.65
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$3,059.52
CLYDE WEST		00347623	198319	ACTUATORS VEH 7126 WO 31564	\$839.52
COMMERCIAL TIRE INC		173965	198215	TIRES VEH 2409 WO 31572	\$152.37
		174013		TIRES VEH 3284 WO 31567	\$1,316.45
		174014		TIRES VEH 3203 WO 31525	\$90.83
CONNELL OIL INC		0058177-IN	198510	LUBRICATION PRODUCTS	\$119.84
FAST SIGNS		139-46377	198519	DECALS VEH 3271 WO 31662	\$1,486.96
FASTENERS INC		S3509297.001	198521	SHOP SUPPLIES	\$120.31
		S3509297.002		SHOP SUPPLIES	\$11.67
HARBOR FREIGHT TOOLS USA INC		792875	198226	RETURNED HEX BITS	(\$15.15)
HAWK, BRAD		050212	198136	HAWK/CDL ENDORSEMENT FEE	\$61.00
JIM'S PACIFIC GARAGES INC		1170738	198352	HEATER VEH 3280 WO 31532	\$127.47
		1171151		COUPLINGS VEH 3213 WO 31593	\$296.96
				COUPLINGS VEH 3142 WO 31596	\$296.95
				COUPLINGS VEH 3205 WO 31595	\$296.95
				COUPLINGS VEH 3204 WO 31594	\$296.96
		1171385		STRAP VEH 3280 WO 31532	\$27.49
	1	1172070	98530	DOOR CHECK VEH 3292 WO 31668	\$54.97
JT AUTOMOTIVE PARTS INC DBA		276693	198531	BRK CLNR VEH 3281 WO 31533	\$32.36
		276694		BRK CLNR VEH 2303 WO 30213	\$40.80
		276699		BRK CLNR VEH 3282 WO 31549	\$43.81
		276778		GREASE VEH 3161 WO 31464	\$35.94
		276784		BLADE VEH 2386 WO 31539	\$17.88
		276886		BATTERY VEH 3161 WO 31464	\$116.77
		276954		BLADE VEH 2384 WO 31587	\$21.29
		276987		HUB VEH 1380 WO 31562	\$294.68
		276988		FILTERS VEH 1380 WO 31597	\$15.06
		276993		FLUID VEH 1380 WO 31562	\$105.14
		276999		FILTERS VEH 2374 WO 31600	\$18.09
		277001		FILTERS VEH 2325 WO 31603	\$16.85
		277002		FILTERS VEH 2372 WO 31602	\$18.09
		277004		FILTERS VEH 2393 WO 31604	\$18.09
		277005		FILTERS VEH 2375 WO 31605	\$18.09
		277008		FILTERS VEH 7126 WO 31599	\$116.56
		277040		LAMP VEH 3286 WO 31566	\$7.80



City Of Richland

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From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		277041	198531	BATTERY VEH 3248 WO 31543	\$321.65
		277042		LAMP VEH 2346 WO 31565	\$7.57
		277063		FILTERS VEH 2257 WO 31614	\$9.83
		277064		FILTERS VEH 1369 WO 31615	\$10.01
		277065		FILTERS VEH 1010 WO 31616	\$9.26
		277080		FILTERS VEH 0308 WO 31617	\$9.57
		277081		FILTERS VEH 1382 WO 31618	\$15.63
		277083		FILTERS VEH 1006 WO 31619	\$9.26
		277085		FILTERS VEH 1337 WO 31620	\$9.57
		277086		FILTERS VEH 2397 WO 31621	\$12.26
		277087		FILTERS VEH 1377 WO 31622	\$15.35
		277088		FILTERS VEH 1381 WO 31613	\$12.40
		277125		FILTERS VEH 2387 WO 31653	\$18.09
		277127		FILTERS VEH 2373 WO 31654	\$18.09
		277135		FILTER VEH 6579 WO 31627	\$32.62
		277144		FILTERS VEH 6579 WO 31628	\$94.45
		277153		SHOP SUPPLIES	\$130.57
		277155		SHOP SUPPLIES	\$9.04
		277225		SPRK PLG VEH 3267 WO 31648	\$2.46
		277242		FILTERS VEH 2366 WO 31636	\$15.81
		277310		FILTER VEH 1381 WO 31613	\$1.29
		277345		BATTERY VEH 3293 WO 31642	\$106.45
		277346		BATTERY VEH 3294 WO 31552	\$107.22
		277347		BLADE VEH 3245 WO 31611	\$21.29
		277352		LAMP VEH 3263 WO 31641	\$2.32
		277389		HYDRA VEH 3175 WO 31626	\$24.25
		277410		FILTERS VEH 2231 WO 31661	\$26.46
		277428		SHOP SUPPLIES	\$83.30
		277468		LAMP VEH 3236 WO 31644	\$4.70
		277469		LAMP VEH 7126 WO 31599	\$2.70
		277492		FILTERS VEH 7126 WO 31599	\$17.82
		277497		BATTERY VEH 2370 WO 31671	\$90.76
		277515		FILTERS VEH 3267 WO 31675	\$16.78
		277558		CRCT TSTR VEH 7141 WO 31682	\$27.06
		277577		BULB VEH 3267 WO 31658	\$10.51
		277588		FILTERS VEH 3233 WO 31677	\$16.85
		277594		BATTERY VEH 7135 WO 31651	\$107.22
		277595		FILTERS VEH 2349 WO 31679	\$16.78
		277605		SHOP SUPPLIES	\$173.29
		277622		SHOP SUPPLIES	\$17.11
		277624		BATTERY VEH 3267 WO 31658	\$90.76



City Of Richland

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From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		277625	198531	FILTERS VEH 6520 WO 31686	\$29.49
LES SCHWAB TIRE CENTER		42800010921	198360	ALIGNMENT VEH 1380 WO 31562	\$90.43
		42800010990		CHAINS VEH 2389 WO 31635	\$108.25
		42800011081		FLAT REPAIR VEH 2374 WO 31600	\$13.54
	1	42800011406	98542	TIRE CHAINS VEH 2231 WO 31661	\$108.25
		42800011522		FLT RPR VEH 2348 WO 31683	\$13.81
MCCURLEY CHEVROLET		821459CM	198241	CORE RETURN VEH 3224 WO 31476	(\$86.64)
		821628		HOUSING VEH 3297 WO 31508	\$245.67
		821895CM		RETURN RECLINER VEH 2386 31541	(\$118.92)
		822027		CLUTCH VEH 2386 WO 31541	\$237.49
		822028		WATER PUMP VEH 2386 WO 31541	\$125.23
		822039		TRANSMISSION VEH 3161 31464	\$2,164.92
		822059		BUMPER COVER VEH 2386 WO31558	\$125.88
		822159		SEALS VEH 2385 WO 31560	\$35.68
		822259		CONVERTOR VEH 2385 WO 31560	\$1,249.94
		822259CM		CORE RETURN VEH 2385 WO 31560	(\$86.64)
	1	822977	98546	MTR KIT VEH 3267 WO 31658	\$370.83
		822978		KIT VEH 3302 WO 31517	\$185.46
		822995		SPRK PLG VEH 2349 WO 31678	\$163.55
MOBILE FLEET SERVICE INC		1223630033	198154	SENSOR VEH 3212 WO 31499	\$75.20
	1	1230020010	98368	LAMP ASSY VEH 3212 WO 31499	\$79.26
MONARCH MACHINE & TOOL CO INC		B161878	198555	MOW BGARD REPAIR VEH 6581	\$2,389.20
		B161879		MOW BOARD REPAIR VEH 6582	\$2,389.20
OXARC INC		6923VPS	198558	5 EA AMRX FIRE EXT 5#/RESALE	\$232.40
	1	R173610	98162	SHOP SUPPLIES-GASSES	\$94.33
PAPE' MATERIAL HANDLING		6979146	198376	SEALS VEH 7127 WO 31598	\$77.18
		6979315		SWIVEL JOINT VEH 6559 WO 31434	\$705.01
		6979798		IGN SWITCH VEH 7134 WO 31623	\$16.71
		6979993		THRUST VEH 6559 WO 31434	\$140.98
PETERSON PACIFIC CORP		00148613	198561	GRATES VEH 7143 WO 31531	\$1,239.30
ROWAND MACHINERY CO		123723	198251	YOKES VEH 7092 WO 31504	\$6,954.41
		123858		SPEED SENSOR VEH 7124 31465	\$737.72
		123859		HYDRAULIC REPAIR VEH 7120	\$507.06
SIX STATES DISTRIBUTORS INC		06 196213	198392	CAP NUTS VEH 7141 WO 31535	\$22.05
STONEWAY ELECTRIC SUPPLY		S100408411.001	198399	CONDUIT VEH 0800 WO 31660	\$187.19
TACOMA SCREW PRODUCTS INC		22069899	198256	CUT OFF WHEELS VEH 7092 31504	\$40.51
		22069900		CAP SCREWS VEH 7141 WO 31534	\$12.01
		22070089		SHOP TOOLS	\$107.85
	1	22070295	98473	CAPS VEH 6559 WO 31434	\$3.08
TRANSPORT EQUIPMENT CO INC DBA		138467	198262	WTR PUMP VEH 3315 WO 31547	\$1,015.70
		138468		ADJUSTER KIT VEH 3281 31520	\$412.51



City Of Richland

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From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRANSPORT EQUIPMENT CO INC DBA		138505	198262	SOFT PLUG VEH 3315 WO 31547	\$8.63
		138507		AIR CLEANER VEH 3281 WO 31533	\$99.31
		138566		RESISTOR VEH 3282 WO 31549	\$10.69
		138625		HEATER KIT VEH 3296 WO 31590	\$84.60
		212311		CORE CREDIT VEH 3309 WO 31519	(\$70.37)
				CORE CREDIT VEH 3281 WO 31520	(\$140.75)
		212312		CORE CREDIT VEH 3315 WO 31547	(\$514.17)
TRI CITIES BATTERY & AUTO REPAIR		0084829	198186	BATTERY VEH 4101 WO 27670	\$48.33
VALLEY TRUCK REPAIR INC		36502	198589	VALVE REPAIRS VEH 3306 31659	\$5,683.52
VERMEER ROCKY MOUNTAIN INC		P09408	198592	FILTERS VEH 6579 WO 31628	\$133.18
WESTERN INTEGRATED TECHNOLOGIES INC		1329945	198601	SWIVEL NUTS VEH 3281 WO 31533	\$65.67
WESTERN SYSTEMS & FABRICATION INC		2917	198602	SEAL KITS VEH 3281 WO 31533	\$175.45
		2918		SWITCH VEH 3309 WO 31548	\$130.67
		2948		LATCH BEARING VEH 3282 31549	\$85.13
		2952		PROX SWITCH VEH 3284 WO 31502	\$165.93
		0420666	198603	OFF ROAD DYED DIESEL/LANDFILL	\$4,600.54
WONDRACK DISTRIBUTING INC	1	0701309	98197	CARDLOCK FUEL 12/23-12/31/12	\$14,905.60
	1	0701646	98603	CARDLOCK FUEL 1/1-1/8/13	\$16,881.45
		0702165		CARDLOCK FUEL 010913-011413	\$12,235.79
XEROX CORPORATION		065820171	198198	W5135PT COPIER LEASE-DEC 2012	\$202.97

EQUIPMENT MAINTENANCE TOTAL ****

\$89,609.56

EQUIPMENT MAINTENANCE FUND Total ***

\$89,609.56

FUND 503

EQUIPMENT REPLACEMENT FUND

Division:

215

EQUIPMENT REPLACEMENT

ROWAND MACHINERY CO	P052233	120914	198628	PICK UP AND DELIVER	\$119.13
	P052233			ONE (1) MONTH RENTAL JD LOADER	\$5,415.00
	P052233	122700		1-MONTH RENTAL JD LOADER	\$5,415.00
	P052232	124692		ONE (1) NEW JOHN DEERE 4WD LOA	\$178,695.00
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$21,808.00

EQUIPMENT REPLACEMENT TOTAL ****

\$211,452.13

EQUIPMENT REPLACEMENT FUND Total ***

\$211,452.13

FUND 505

PUBLIC WORKS ADMIN & ENGINEER

Division:

450

PW ADMIN & ENGINEERING

ABADAN INC	CNIN066997		198201	XEROX 6605 MAINTENANCE	\$16.72
AT&T WIRELESS	12-12-28724328888		198297	ACCT#287243288881 MASTER BILL	\$512.24
BANK OF AMERICA	TXN00011749		198270	FRED-MEYER-WRK COVERALLS	\$71.21
	TXN00011774			SPUDNUT SHOP-STORMWTR MTG	\$21.66
	TXN00011817			FACTORY OUTLET STORE-HEADSET B	\$18.95



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From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00011835	198270	PACIFICAD-J.Nelson Spokane	\$395.00
		TXN00011871		BEST BUY-camera battery NYBY	\$54.14
		TXN00011872		USA BLUE BOOK-3 colorimeters i	\$1,402.70
		TXN00011887		SMITH'S FAMILY RESTAURANT-BFCo	\$11.79
		TXN00011889		NEWEGG-HP LASERJET PRO	\$172.98
		TXN00011940		PF CHANGS-DUPORTAIL BRIDGE MTG	\$29.26
		TXN00011945		U.W.EDUCATIONAL OUTREACH-Romer	\$560.00
		TXN00011947		SPUDNUT SHOP-STORMWTR MTG	\$21.66
		TXN00011951		CROWS NEST BAR & GRILL-GOOD RO	\$19.25
		TXN00011960		FD KENNEWICK CATERING-END OF Y	\$444.31
		TXN00011978		DELTA AIR-STEWART SOIL ENGINEE	\$360.20
		TXN00011990		UWEX REGISTRATION-STEWART SOIL	\$1,095.00
		TXN00012002		STARBUCKS-END OF YEAR LUNCHEON	\$100.00
		TXN00012012		TULALIP CAS HOTEL-GILES WTRMN	\$270.73
		TXN00012013		SPUDNUT SHOP-STORMWTR MTG	\$17.00
		TXN00012014		TULALIP CAS HOTEL-THOMAS WTRMN	\$270.73
		TXN00012019		HOLIDAY INN EXPRESS-ROMERO CES	\$203.48
		TXN00012020		DOLRTREE-END OF YEAR LUNCHEON	\$9.75
		TXN00012024		GREEN RIVER COMM COLLEGE-GILES	\$259.00
		TXN00012025		SAFEWAY-END OF YEAR LUNCHEON	\$38.64
		TXN00012027		FRED-MEYER-END OF YEAR LUNCHEO	\$17.48
		TXN00012032		GREEN RIVER COMM COLLEGE-THOMA	\$259.00
BENTON COUNTY TREASURER		009460	198206	SURVEY/SHORT PLATS DEC 2012	\$42.38
CITY OF RICHLAND		DECEMBER 2012	198314	CITY UTILITY BILLS/DEC 2012	\$734.45
IMT INC		4267	198228	BROOKSHIRE EST PH Y M12344	\$473.65
		4280		CRESTED HILLS CANAL M12400	\$1,132.20
		4281		W CLIFFE PH 10-11 M12401	\$569.90
		4298		BMS DALLAS RD GR M12411	\$661.50
		79793	198354	GWW COL PT CAPACITY ANALYSIS	\$14,785.47
JUB ENGINEERS INC					
MID COLUMBIA ENGINEERING INC	P052205	ST005367	198465	ALICIA LOVE, ENGINEERING ASSIS	\$572.72
	P052205	ST005381		ALICIA LOVE, ENGINEERING ASSIS	\$1,016.73
	P052205	ST005396	198549	ALICIA LOVE, ENGINEERING ASSIS	\$1,029.60
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$41.67
PRINTER TECH SERVICE & SUPPLIES		15123	198626	PW COLOR PRINTER ROLLERS	\$165.70
ROMERO, NANCY		13-014 ROMERO	198627	CESCL CLASS/YAKIMA/ROMERO	\$66.00
TRI CITY HERALD	P050575	12/2012-1388	198188	WEEKLY ROAD/DETOUR AD:	\$1,955.20
WASHINGTON CITIES INSURANCE AUTHORITY		101104	198426	2013 WCIA INSURANCE PREMIUM	\$155.00
				2013 WCIA INSURANCE PREMIUM	\$12,301.00
WASHINGTON STATE DEPT OF ECOLOGY		G4-35244	198193	CONSTRUCTION NOTICE EXTENSION	\$50.00
WATER SOLUTIONS INC	P052202	6080	198635	DSC (703) BUILDING WATER UNIT	\$75.80
XEROX CORPORATION	P050576	065820168	198198	COPIER LEASE FOR 2 MACHINES IN	\$188.47



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION	P050576	065820169	198198	COPIER LEASE FOR 2 MACHINES IN	\$237.07
PW ADMIN & ENGINEERING TOTAL ****					\$42,907.39
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$42,907.39
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
CONOVER INSURANCE INC		832805	198118	AUDIT ADJUST 10/2011-10/2012	\$2,165.00
DEPARTMENT OF LABOR & INDUSTRIES		700-259-00	198513	OUT OF STATE AUDIT EXPENSE	\$995.61
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$3,160.61
WORKERS COMPENSATION FUND Total ***					\$3,160.61
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
MAGELLAN BEHAVIORAL HEALTH		JAN 2013/SELFBILL	198362	JANUARY 2013 EAP	\$679.44
OPTUM INSIGHT		7017307	198557	2013 LEOFF I RETIREE SUBSIDY	\$1,350.00
REHN & ASSOCIATES INC		DEC 2012	198386	DEC 2012 HRA ADMIN BILLING	\$288.75
VERDE SERVICES INC		831278	198421	2013 FLEX RENEWAL	\$400.00
	1	832800	98190	4TH QTR COBRA/RETIREE ADMIN	\$205.00
	1	832801	98421	2013 COBRA RENEWAL	\$400.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$3,323.19
HEALTH CARE/BENEFITS PLAN Total ***					\$3,323.19
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
VERDE SERVICES INC		832800	198190	4TH QTR COBRA/RETIREE ADMIN	\$1,440.00
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$1,440.00
POST EMP HEALTHCARE PLAN Total ***					\$1,440.00
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BOARDMAN, JOHN S		120112JB	198491	REIBMURSE MILEAGE EXPENSE-DEC	\$234.21
BOWLS, DAVID		072412DB	198306	MEDICAL DOS 7/24-12/18/12	\$640.00
COLLEY, MARIA DEL REFUGIO J		010213JT	198115	IN HOME CARE 72HRS 12/30-1/2	\$599.76
	1	010613JT	98320	CNA SERVICES DOS 1/6-1/9/13	\$599.76
	1	011313JT	98614	CNA FEES 68 HRS 1/13-1/16/13	\$566.44
ESTY, RAYMOND J		122712RE	198336	NON COVERED RX DOS 12/27/12	\$51.50
LAHTI, ROGER P		122612RL	198148	RX471745 DOS 12/26/12	\$119.69
		122812RL		MASSAGE THERAPY DOS 8/15-12/28	\$960.00



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MITCHELL, RAYMOND L		011013RM	198552	VISION DOS 1/10/13	\$464.98
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$46.30
THERAPEUTIC ASSOCIATES INC		101112JB	198260	225631A1487 DOS 10/12/12	\$71.12
TODISH, NICOLE		010613JT	198185	CNA FEES 96HRS 1/2-1/6/13	\$799.68
	1	010913JT	98409	CNA SERVICES DOS 1/9-1/13/13	\$799.68
	1	011613JT	98631	CNA FEES 108 HRS 1/16-1/21/13	\$899.64
FIRE PENSION TOTAL ****					\$6,852.76
FIREMAN'S PENSION Total ***					\$6,852.76

FUND 612 POLICEMEN'S PENSION FUND**Division:** 217 POLICE PENSION

BATES, LAURIE VERN JR		010213VB	198094	MEDICARE BALANCE OWED-JAN'13	\$5.00
BENTON FRANKLIN ORTHOPEDIC ASSN		102512JG	198098	422904 DOS 10/25/12	\$17.25
BUNCH, KRISTINA DDS PS DBA		102212JC	198609	DENTAL DOS 10/22/12	\$50.00
CENTER VISION & CONTACT LENS CLINIC INC		111212FH	198209	9455 DOS 11/12/12 VISION	\$566.00
CLEMENTS, JOHN M		092012JC	198318	MEDICAL DOS 9/20 & 9/28/12	\$50.00
DEMYER, JAMES JOHN		062212JD	198327	NON COVERED RX 6/6 & 6/22/12	\$29.38
		101612JD		VACCINES/OTC OCT-NOV 2012	\$99.31
HALL, PAT ARNP		111412KT	198343	TAYKE000 DOS 11/14/12	\$7.35
LARSON, SCOTT K		011713SL	198619	N/C RX DOS 1/17/13	\$465.90
MALLEY'S PHARMACY		120112MC	198363	RX 832057 DOS 12/1/12	\$95.00
PITNEY BOWES PURCHASE POWER		12/12-1127-9365	198381	POSTAGE 12/1-12/31/12	\$46.29
SPARKS, DAVID W		010813DS	198394	OTC MEDICINE 1/08/13	\$33.56
	1	122712DS	98179	OTC MEDICINE DOS 12/27/12	\$32.48
WASHINGTON, CLARENCE D MD		120512BT	198634	120658 DOS 12/5/12	\$48.00
WENDLAND, WALTER		DECEMBER2012WW	198431	MEDICAL DOS DECEMBER 2012	\$800.00
YOUR PROBLEMS SOLVED INC DBA		244610AM	198636	32MA14 CNA FEES DOS 12/3-12/12	\$117.00
	1	245646AM	98199	32MA14 DOS 12/17-12/22/12	\$78.00
	1	246827AM	98636	32MA14 CNA FEES DOS 12/30-1/9	\$107.25
POLICE PENSION TOTAL ****					\$2,647.77
POLICEMEN'S PENSION FUND Total ***					\$2,647.77

FUND 641 SOUTHEAST COMMUNICATIONS CTR**Division:** 600 SECOMM OPERATIONS GENERAL

AT&T LONG DISTANCE		12/12-03030107210	198205	FAX LINES 11/22-12/21/12	\$30.98
BANK OF AMERICA		TXN00011933	198270	STARBUCKS - SHARED VALUES	\$10.00
		TXN00011941		LAMINATOR.COM - MESSAGE CONTRO	\$183.98
		TXN00011993		COSTCO WHSE #0486 - OPERATING	\$585.02
				COSTCO WHSE #0486 - PAPER TOWE	\$53.81
CENTURYLINK	1	12/12-509-6243863	98210	GENERAL 12/16-1/16/13	\$7.31



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		2643081	198211	UTILITIES 12/1-1/2/13	\$2,929.92
COOK PAGING INC		8924655	198325	CIRCUIT CHARGES JAN 2013	\$56.87
FRONTIER	1	1/13-206-150-0121	98341	GENERAL 1/1-1/31/13	\$71.19
		1/13-509-628-1472		GENERAL 1/4-2/3/13	\$55.85
	1	12/12-2530173649	98220	GENERAL 12/25-1/24/13	\$575.05
		12/12-509-6282609		GENERAL 12/25-1/24/13	\$410.34
MID COLUMBIA ENGINEERING INC		ST005350	198151	JODY PROVENCHER 12/23-12/29/12	\$558.60
	1	ST005364	98366	JODY PROVENCHER 12/31/12	\$167.58
		ST005366		JODY PROVENCHER 1/1-1/4/13	\$570.57
	1	ST005380	98465	JODY PROVENCHER 1/7-1/13/13	\$750.75
NATIONAL EMERGENCY NUMBER ASSN		M300008235	198369	2013 MEMBERSHIP-BARBER	\$130.00
PHSI-PURE WATER FINANCE		0000933178	198248	WATER FILTRATION THRU 1/12/13	\$33.57
PUBLIC SAFETY TESTING INC		2012-4872	198249	4TH QTR 2012 SUBSCRIPTION FEES	\$125.00
RECALL SECURE DESTRUCTION SERVICES INC		4002950783	198385	SHREDDING SERVICES 11/23-12/20	\$27.66
THE PERSONAL TOUCH CLEANING INC		34759	198259	JANITORIAL SERVICES-DEC 2012	\$765.45
TRI CITY HERALD		117649/2013	198413	RT 09M05-117649 52 WK RENEWAL	\$94.75
WASHINGTON CITIES INSURANCE AUTHORITY		101007	198594	2013 INSURANCE ASSESSMENT	\$36,346.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$44,540.25
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00011956	198270	ALASKA AIR - BARBER STATE AC M	\$169.60
FRONTIER	1	12/12-253-0120862	98220	E911 FOR 12/22-1/21/13	\$35.00
E911 OPERATIONS TOTAL ****					\$204.60
Division:	602	SECOMM AGENCY			
BANK OF AMERICA		TXN00011893	198270	THE HOME DEPOT #4746 - ICE MEL	\$50.18
SECOMM AGENCY TOTAL ****					\$50.18
SOUTHEAST COMMUNICATIONS CTR Total ***					\$44,795.03
FUND 642		800 MHZ PROJECT			
Division:	610	800 MHZ			
BENTON PUD		1/13-4843174575	198207	BADGER & SILLUSI 11/30-12/31	\$520.44
KLICKITAT COUNTY PUD		1/13-69552623	198356	GOLGOTHA UTILITIES 11/30-12/31	\$191.42
MOTOROLA	P052190	78217391	198466	800MHZ MAINTENANCE - JANUARY	\$18,742.45
	P052190	78221455		800MHZ MAINTENANCE - FEBRUARY	\$18,742.45
WASHINGTON CITIES INSURANCE AUTHORITY		101007	198594	2013 INSURANCE ASSESSMENT	\$9,752.00
800 MHZ TOTAL ****					\$47,948.76
Division:	611	MICROWAVE			
BANK OF AMERICA		TXN00012000	198270	AB FIRE EXTINGUISHER CO - FILT	\$108.00
		TXN00012034		BESTBUY.COM - BARRACUDA HARD D	\$75.80
WASHINGTON CITIES INSURANCE AUTHORITY		101007	198594	2013 INSURANCE ASSESSMENT	\$1,077.00
WASHINGTON COMMUNICATIONS LLC DBA		323332	198265	MW EQUIP REPAIRS-JUMP OFF JOE	\$2,036.04



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MICROWAVE TOTAL ****					\$3,296.84
800 MHZ PROJECT Total ***					\$51,245.60
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
WASHINGTON CITIES INSURANCE AUTHORITY		101007	198594	2013 INSURANCE ASSESSMENT	\$1,532.00
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,532.00
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
ABADAN INC		ARIN038387	198201	TONE ALERT RADIO COPYING	\$88.81
UNITED PARCEL SERVICE	S014881	0009986641013	198476	2 GROUND PKGS TO LUDLUM	\$144.42
	S014881			ADDITIONAL CHARGE FOR PKGS TO	\$12.54
WASHINGTON CITIES INSURANCE AUTHORITY		101007	198594	2013 INSURANCE ASSESSMENT	\$1,533.00
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$1,778.77
Division:	622	DOE EMERGENCY PREPAREDNESS			
AT&T LONG DISTANCE		12/12-03030107210	198205	FAX LINES 11/22-12/21/12	\$30.98
BANK OF AMERICA		TXN00011993	198270	COSTCO WHSE #0486 - PAPER TOWE	\$153.06
WASHINGTON CITIES INSURANCE AUTHORITY		101007	198594	2013 INSURANCE ASSESSMENT	\$1,200.00
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$1,384.04
Division:	623	JURISIDICION			
BANK OF AMERICA		TXN00011941	198270	LAMINATOR.COM - MESSAGE CONTRO	\$183.97
		TXN00011968		RED LION HOTEL SALEM - DEGRAAF	\$84.20
		TXN00011993		COSTCO WHSE #0486 - PAPER TOWE	\$36.70
CITY OF RICHLAND		2643081	198211	UTILITIES 12/1-1/2/13	\$1,310.12
FEDERAL EXPRESS CORP		2-135-11131	198219	SHIPPING BY J BECK	\$56.59
PHSI-PURE WATER FINANCE		0000933178	198248	WATER FILTRATION THRU 1/12/13	\$33.57
RECALL SECURE DESTRUCTION SERVICES INC		4002950783	198385	SHREDDING SERVICES 11/23-12/20	\$27.66
THE PERSONAL TOUCH CLEANING INC		34759	198259	JANITORIAL SERVICES-DEC 2012	\$689.55
TRI CITY HERALD		117649/2013	198413	RT 09M05-117649 52 WK RENEWAL	\$94.75
WASHINGTON CITIES INSURANCE AUTHORITY		101007	198594	2013 INSURANCE ASSESSMENT	\$1,533.00
JURISIDICION TOTAL ****					\$4,050.11
EMERGENCY MANAGEMENT Total ***					\$8,744.92



City Of Richland

VL-1 Voucher Listing

From: 1/7/2013 To: 1/25/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$2,494,776.14

Number of Invoices

Amount

Vouchers In Richland	170	\$108,909.23
Vouchers In Tri Cities	154	\$176,870.94
Vouchers In WA	278	\$1,419,809.42
Vouchers Outside WA	954	\$789,186.55
Vouchers Final Total.....	1556	\$2,494,776.14

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$1,616.51	0.06%
2	BENEFITS	\$13,779.90	0.55%
3	SUPPLIES	\$208,947.99	8.38%
4	OTHER SERVICES & CHARGES	\$1,783,092.56	71.47%
5	INTERGOVERNMENTAL SERVICES	\$50,464.30	2.02%
6	CAPITAL PROJECTS	\$84,201.50	3.38%
	MACHINERY & EQUIPMENT	\$290,363.35	11.64%
7	DEBT SERVICE PRINCIPAL	\$48,941.12	1.96%
8	INTEREST	\$8,218.22	0.33%
9	INTERFUND SERVICES	\$1,193.23	0.05%
	INVENTORY PURCHASES	\$3,957.46	0.16%
	Total	\$2,494,776.14	

City of Richland		RECAP FOR BIDS OPENED:		JANUARY 4, 2012			
		FOR:		CONSTRUCTION SINGLE FAMILY HOME			
		ENGINEER'S EST	BOOTH & SONS RICHLAND, WA	ROBERTS CONST RICHLAND, WA	BLACK ROCK MOSES LAKE, WA	TAYLOR CONST KENNEWICK	ALLSTAR W. RICHLAND
Item	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
	DIVISION 1 GENERAL CONDITIONS						
D1-1	Bond and Insurance	5,800.00	7,039.18	3,125.00	7,000.00	4,790.000	12,253.50
D1-2	Building Permit and Utility Fees	3,178.00	3,320.74	1,975.00	2,225.00	1,329.000	3,744.72
DIVISION 1 SUB TOTAL		8,978.00	10,359.92	5,100.00	9,225.00	6,119.000	15,998.22
8.3% SALES TAX		745.17	859.87	423.30	765.68	507.877	1,327.85
DIVISION 1 TOTAL		<u>9,723.17</u>	<u>11,219.79</u>	<u>5,523.30</u>	<u>9,990.68</u>	<u>6,626.877</u>	<u>17,326.07</u>
	DIVISION 2 EXISTING CONDITIONS						
D2-1	Underground Utilities Installation	2,000.00	1,090.00	600.00	1,000.00	2,500.00	1,800.00
D2-2	Finish grading	2,500.00	1,744.00	4,000.00	2,600.00	500.00	1,656.22
D2-3	Site clean-up removal of asphalt	1,000.00	763.00	0.00	1,000.00	500.00	1,200.00
DIVISION 2 SUBTOTAL		5,500.00	3,597.00	4,600.00	4,600.00	3,500.00	4,656.22
8.3% TAX		456.50	298.55	381.80	381.80	290.50	386.47
DIVISION 2 TOTAL		<u>5,956.50</u>	<u>3,895.55</u>	<u>4,981.80</u>	<u>4,981.80</u>	<u>3,790.50</u>	<u>5,042.69</u>
	DIVISION 3 CONCRET						
D3-1	Footings/forms/reinforcement	7,800.00	4,028.64	6,525.00	7,493.00	7,942.00	8,655.57
D3-2	Concrete slab, standard with gravel base	6,200.00	4,018.18	6,450.00	6,100.00	7,400.00	11,781.12
D3-3	Concrete front patio	150.00	130.80	100.00	143.00	300.00	432.00
D3-4	Concrete landing @ back door	200.00	65.40	100.00	64.00	250.00	128.00
D3-5	3 1/2" concrete driveway with gravel base	5,200.00	3,924.00	4,840.00	3,820.00	5,750.00	7,680.00
D3-6	3 1/2" concrete walkway from driveway to front patio	400.00	327.00	480.00	278.00	400.00	656.00
D3-7	3 1/2" concrete walkway from driveway to back door	400.00	327.00	480.00	278.00	400.00	480.00
D3-8	12" dia x 24" deep concrete column base	250.00	500.00	200.00	70.00	200.00	250.00
DIVISION 3 SUBTOTAL		20,600.00	13,321.02	19,175.00	18,246.00	22,642.00	30,062.69

City of Richland		RECAP FOR BIDS OPENED:		JANUARY 4, 2012			
		FOR:		CONSTRUCTION SINGLE FAMILY HOME			
		ENGINEER'S EST	BOOTH & SONS RICHLAND, WA	ROBERTS CONST RICHLAND, WA	BLACK ROCK MOSES LAKE, WA	TAYLOR CONST KENNEWICK	ALLSTAR W. RICHLAND
Item	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
8.3% TAX		1,709.80	1,105.64	1,591.53	1,514.42	1,879.286	2,495.20
DIVISION 3 TOTAL		<u>22,309.80</u>	<u>14,426.66</u>	<u>20,766.53</u>	<u>19,760.42</u>	<u>24,521.286</u>	<u>32,557.89</u>
DIVISION 5 METALS							
D5-1	Bolted connections, post	220.00	160.00	80.00	110.00	60.00	445.84
D5-2	Bolted connections, beam	220.00	160.00	80.00	170.00	66.00	294.04
DIVISION 5 SUBTOTAL		440.00	320.00	160.00	280.00	126.00	739.88
8.3% TAX		36.52	26.56	13.28	23.24	10.46	61.41
DIVISION 5 TOTAL		<u>476.52</u>	<u>346.56</u>	<u>173.28</u>	<u>303.24</u>	<u>136.46</u>	<u>801.29</u>
DIVISION 6 WOOD							
D6-1	4x6 beams	190.00	173.96	150.00	145.00	300.00	600.00
D6-2	4x6 posts	150.00	115.97	100.00	100.00	200.00	300.00
D6-3	trussed, gable roof (front patio)	1,600.00	1,242.60		700.00	200.00	1,800.00
D6-4	pre-engineered truss package	6,000.00	5,927.42	5,550.00	3,786.00	5,500.00	4,500.00
D6-5	decking, plywood, roof	1,900.00	1,471.50	2,012.00	1,920.00	1,885.00	6,800.00
D6-6	exterior 7/16" OSB sub-sheathing; pre primed	350.00	130.80	330.00	1,383.00	138.00	5,120.00
D6-7	exterior wall framing, 8', 2x6 at 16" oc	4,200.00	4,360.00	3,200.00	3,319.00	4,200.00	4,000.00
D6-8	Interior partitions, 2x6 at 16" oc	250.00	228.90	240.00	200.00	4,200.00	162.00
D6-9	Interior partitions, 2x4 at 16" oc	3,500.00	3,417.15	3,074.00	2,044.00	2,000.00	2,870.10
D6-10	Millwork, interior door trim 2 sides, ext. dr trim 1 side, hemlock, stained	1,500.00	1,145.05	1,200.00	1,580.00	1,216.00	2,250.00
D6-11	Millwork, wood base trim, hemlock, stained	1,687.32	1,687.32	1,200.00	1,386.00	1,024.00	1,017.50
D6-12	Millwork, wood window sill & trim, hemlock stained	925.00	899.25	400.00	1,400.00	400.00	510.00
D6-13	4" rubber base in bathrooms	200.00	130.80	170.00	100.00	200.00	108.00
DIVISION 6 SUBTOTAL		22,452.32	20,930.71	17,626.00	18,063.00	21,463.00	30,037.60
8.3% TAX		1,863.54	1,737.25	1,462.96	1,499.23	1,781.429	2,493.12
DIVISION 6 TOTAL		<u>24,315.86</u>	<u>22,667.96</u>	<u>19,088.96</u>	<u>19,562.23</u>	<u>23,244.429</u>	<u>32,530.72</u>

City of Richland		RECAP FOR BIDS OPENED:		JANUARY 4, 2012			
		FOR:		CONSTRUCTION SINGLE FAMILY HOME			
		ENGINEER'S EST	BOOTH & SONS RICHLAND, WA	ROBERTS CONST RICHLAND, WA	BLACK ROCK MOSES LAKE, WA	TAYLOR CONST KENNEWICK	ALLSTAR W. RICHLAND
Item	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
DIVISION 7 THERMAL & MOISTURE PROTECTION							
D7-1	Roofing, comp shingles with I/W shield	3,500.00	3,290.44	3,805.00	4,500.00	6,000.00	3,200.00
D7-2	Fiber cement board fascia, 10" depth	1,500.00	1,395.20	150.00	713.00	250.00	871.50
D7-3	Rigid insulation, slab, R-10	450.00	338.34	1,025.00	480.00	1,500.00	640.00
D7-4	Batt insulation, roof, R-38	1,500.00	1,105.00	1,536.00	1,744.00	1,500.00	3,072.00
D7-5	Batt insulation, walls, R-21	1,200.00	920.83	1,035.00	1,000.00	1,500.00	2,012.80
D7-6	Tyvek or equal weather barrier	350.00	139.52	256.00	640.00	300.00	1,280.00
D7-7	Exterior front - LP SmartSide 8" lap siding	2,400.00	3,348.48	1,216.00	512.00	2,500.00	1,536.00
	Remainder exterior walls - LP SmartSide Panels (T1-11 or Equal Brand Name)	2,250.00	2,232.32	3,965.00	2,056.00	2,800.00	6,144.00
D7-9	Fiber cement board trim corners, windows	1,390.00	1,373.40	900.00	1,045.00	850.00	4.00
DIVISION 7 SUB TOTAL		14,540.00	14,143.52	13,888.00	12,690.00	17,200.00	18,760.30
8.3% SALES TAX		1,206.82	1,173.91	1,152.70	1,053.27	1,427.60	1,557.10
SCHEDULE 3 TOTAL		<u>15,746.82</u>	<u>15,317.44</u>	<u>15,040.70</u>	<u>13,743.27</u>	<u>18,627.60</u>	<u>20,317.40</u>
DIVISION 8 OPENINGS							
D8-1	Flush interior Hollow-Core Door, stain grade w/knob, hinged 26-68	3,400.00	3,260.68	1,600.00	1,360.00	2,000.00	300.00
D8-2	Flush interior Hollow-Core Door, stain grade w/knob hinged 24-68	1,400.00	1,122.75	600.00	543.00	750.00	2,400.00
D8-3	Flush interior Hollow-Core Door, stain grade, w/knob hinged 16-68	350.00	328.47	200.00	200.00	250.00	900.00
D8-4	Flush interior Hollow-Core Door, stain grade, w/knob hinged 20-68	355.00	328.47	200.00	200.00	250.00	300.00
D8-5	Flush interior Hollow-Core Door, stain grade, w/knob hinged 28-68	375.00	328.47	200.00	200.00	250.00	300.00
D8-6	Flush interior Hollow-Core Door, stain grade, closet by-pass, 50-68	350.00	331.91	250.00	200.00	260.00	300.00

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Item	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
D8-7	Exterior front door, pre hung 30-68, Steel 3-lite with peep hole, primed, painted white	600.00	582.55	600.00	650.00	375.00	100.00
D8-8	Exterior side door, pre hung 30-68, Steel 6-Panel, primed, painted white	550.00	524.18	500.00	550.00	375.00	100.00
D8-9	Single hung window, vinyl 30-40 (White color)	1,490.00	1,434.06	1,750.00	1,993.00	1,200.00	1,834.00
D8-10	Single hung window, vinyl 30-50 (White color)	1,350.00	1,311.60	1,650.00	1,864.00	1,200.00	1,836.00
D8-11	Sliding window, kitchen, 36-36 (white color)	200.00	195.71	250.00	268.00	250.00	246.00
DIVISION 8 SUBTOTAL		10,420.00	9,748.85	7,800.00	8,028.00	7,160.00	8,616.00
8.3% SALES TAX		864.86	809.15	647.40	666.32	594.28	715.13
SCHEDULE 3 TOTAL		<u>11,284.86</u>	<u>10,558.01</u>	<u>8,447.40</u>	<u>8,694.32</u>	<u>7,754.28</u>	<u>9,331.13</u>
DIVISION 9 FINISHES							
D9-1	Carpet & pad, medium grade - not to exceed \$32.00 SY	2,200.00	1,538.72	4,072.00	3,136.00	6,500.00	4,394.67
D9-2	Sheet Vinyl, medium grade - not to exceed \$3.50 SF	1,100.00	1,075.01	2,275.00	2,292.00	1,000.00	1,050.00
D9-3	Paint, exterior w/primer, 2 coats walls and all trim	1,500.00	1,395.20	1,750.00	2,625.00	2,500.00	1,920.00
D9-4	Gypsum board, interior, painted, wall	6,500.00	6,703.50	2,625.00	10,954.00	5,000.00	10,092.24
D9-5	Gypsum board, interior, painted, ceiling	2,400.00	2,059.32	6,912.00	3,151.00	5,000.00	3,456.00
DIVISION 9 SUBTOTAL		13,700.00	12,771.74	17,634.00	22,158.00	20,000.00	20,912.91
8.3% TAX		1,137.10	1,060.05	1,463.62	1,839.11	1,660.00	1,735.77
DIVISION 9 TOTAL		<u>14,837.10</u>	<u>13,831.80</u>	<u>19,097.62</u>	<u>23,997.11</u>	<u>21,660.00</u>	<u>22,648.68</u>
DIVISION 10-26							
D10-1	Stock oak kitchen casework, 24" deep base & countertops / backsplashes	2,650.00	1,962.00	4,030.00	3,305.00	2,650.00	5,083.56

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Item	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
D10-2	Stock oak kitchen casework, 12" deep wall mounted	1,545.00	1,351.60	1,500.00	2,343.00	1,800.00	2,646.01
D10-3	Kitchen bar countertop, 36" deep, with bracing	1,800.00	1,617.56	820.00	1,512.00	500.00	731.06
D10-4	Stock 42" oak bathroom vanity cabinet w/bank of drawers & cabinet door, countertops / backsplashes & cabinet door	1,400.00	1,258.95	900.00	1,683.00	1,000.00	1,744.26
D10-5	Bathroom accessories	200.00	196.20	100.00	500.00	500.00	2,484.02
D10-6	dishwasher	380.00	269.00	350.00	500.00	600.00	667.10
D10-7	oven/range w/hood	550.00	534.10	950.00	1,000.00	1,200.00	1,602.37
D10-8	Adjustable shelving, 12" deep, pantry and storage closet 4 shelves in each	450.00	436.00	240.00	540.00	250.00	618.80
D10-9	Shelving w/ rod, 12" deep, closet	565.00	555.90	720.00	400.00	250.00	681.20
D10-10	Plumbing system and water heater for 1,536 SF residence	6,600.00	5,760.65	6,725.00	4,860.00	8,000.00	5,040.00
D10-11	HVAC system and installation for 1,536 SF residence	9,920.00	9,810.00	8,000.00	11,200.00	7,671.00	13,015.85
D10-12	Electrical, low volt, and lighting for 1,536 SF residence	6,200.00	5,668.00	6,700.00	6,980.00	6,400.00	7,232.96
DIVISION 10-26 SUB TOTAL		32,260.00	29,419.96	31,035.00	34,823.00	30,821.00	41,547.19
8.3% SALES TAX		2,677.58	2,441.86	2,575.91	2,890.31	2,558.14	3,448.42
DIVISION 10-26 TOTAL		<u>34,937.58</u>	<u>31,861.82</u>	<u>33,610.91</u>	<u>37,713.31</u>	<u>33,379.14</u>	<u>44,995.61</u>

	DIVISION 27						
D27-1	Front yard landscape - level direct and install sod only	2,071.00	2,071.00	710.00	462.00	800.00	2,320.00
DIVISION 27 SUBTOTAL		2,071.00	2,071.00	710.00	462.00	800.00	2,320.00
8.3% TAX		171.89	171.89	58.93	38.35	66.40	192.56
DIVISION 27 TOTAL		<u>2,242.89</u>	<u>2,242.89</u>	<u>768.93</u>	<u>500.35</u>	<u>866.40</u>	<u>2,512.56</u>

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Item	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
SUBTOTAL DIVISIONS 1-27		130,961.32	116,683.72	117,728.00	128,575.00	129,831.00	173,651.01
8.3% TAX DIVISIONS 1-27		10,869.79	9,684.75	9,771.42	10,671.73	10,775.973	14,413.03
TOTAL DIVISIONS 1-27		<u>141,831.11</u>	<u>126,368.47</u>	<u>127,499.42</u>	<u>139,246.73</u>	<u>140,606.973</u>	<u>188,064.04</u>
ALTERNATE #1							
A1-1	Locate Electrical Panel in Living Room Opposite Electric Meter	-325	-295.00	600.00	-250.00	295.00	-250.00
ALTERNATE 1 SUBTOTAL		(325.00)	-295.00	600.00	(250.00)	295.00	(250.00)
8.3% TAX		(26.98)	-24.49	49.80	(20.75)	24.49	(20.75)
ALTERNATE 1 TOTAL		<u>(351.98)</u>	<u>-319.49</u>	<u>649.80</u>	<u>(270.75)</u>	<u>319.49</u>	<u>(270.75)</u>
ALTERNATE #2							
A2-1	Composite primed Hollow-Core Interior raised 6 panel Door, w/knob hinged 26-68, painted white	1,400.00	4,410.00	1,600.00	1,260.00	2,400.00	250.00
A2-2	Composite primed Hollow-Core Interior raised 6 panel Door, w/knob hinged 24-68, painted white	660.00	1,890.00	600.00	500.00	825.00	250.00
A2-3	Composite primed Hollow-Core Interior raised 6 panel Door, w/knob hinged 16-68, painted white	225.00	630.00	200.00	175.00	275.00	250.00
A2-4	Composite primed Hollow-Core Interior raised 6 panel Door, w/knob hinged 20-68, painted white	225.00	630.00	200.00	175.00	275.00	250.00
A2-5	Composite primed Hollow-Core Interior raised 6 panel Door, w/knob hinged 28-68, painted white	225.00	630.00	200.00	175.00	275.00	250.00
A2-6	Composite primed Hollow-Core Interior raised 6 panel by-pass closet door 50-68, painted white	735.00	735.00	250.00	175.00	310.00	250.00

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Item	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
A2-7	Composite primed millwork, interior door trim 2 sides, ext dr trim 1 side, painted white	1,450.00	3,430.64	1,200.00	1,400.00	1,224.00	1,875.00
A2-8	Composite primed millwork, base trim, painted white	1,250.00	2,703.88	1,200.00	1,200.00	1,516.00	462.50
A2-9	Compoiste primed millwork, window sill and trim, painted white	1,000.00	1,144.50	400.00	1,200.00	350.00	2.00
ALTERNATE #2 SUBTOTAL		7,170.00	16,204.02	5,850.00	6,260.00	7,450.00	3,839.50
8.3% TAX		595.11	1,344.93	485.55	519.58	618.35	318.68
ALTERNATE #2 TOTAL		<u>7,765.11</u>	<u>17,548.95</u>	<u>6,335.55</u>	<u>6,779.58</u>	<u>8,068.35</u>	<u>4,158.18</u>



Council Agenda Coversheet

Council Date: 02/05/2013

Category: Items of Business

B1

Key Element: Key 7 - Housing and Neighborhoods

Subject: AWARD OF BID TO BOOTH & SONS INC FOR THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE

Department: Community and Development Services

Ordinance/Resolution:

Reference: SB 13-02

Document Type: General Business Item

Recommended Motion:

Award the base bid to Booth & Sons Construction, Inc. in the amount of \$126,368.47 for the construction of a single-family, single-story home as part of the City's Infill Homeownership Program.

Summary:

In 2012, the City acquired a dilapidated "prefab" house at 523 Sanford Avenue. The house was demolished and will be replaced with a new "V" Alphabet home design through the City's Infill Homeownership Program.

Five bids were received for the project and Booth & Sons Construction, Inc. of Richland is the low bidder. The project is funded by the US Department of Housing and Urban Development and will be made available to an income-qualified buyer later this year. The house plan is consistent with neighborhood character and is expected to improve the overall appearance of the neighborhood.

Fiscal Impact?
☒ Yes ☐ No

The contract amount will be \$126,368.47 funded by the US Department of Housing and Urban Development.

Attachments:

1) Bid Tabulation

City Manager Approved:

Johnson, Cindy
Jan 17, 11:21:42 GMT-0800 2013