



Agenda
REGULAR CITY COUNCIL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, April 16, 2013

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

(Discussion Only - Annex Building)

City Council Regular Meeting 7:30 p.m.

(City Hall Council Chamber)

Welcome and Roll Call:

Pledge of Allegiance:

Approval of Agenda:

(Approved by Motion)

Presentations:

1. Report on the 2012 Community Survey and the 2012 Annual Report
- Trish Herron, Communications and Marketing Manager

Richland Report:

(Mayor and Council Members)

Public Hearing:

(Please Limit Public Hearing Comments to 3 Minutes)

1. Proposed Torbett-Mahan Local Improvement District No. 196
- Pete Rogalsky, Public Works Director
2. Proposed Annexation of 137 Acres South of Reata Road
- Rick Simon, Development Services 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 April 2, 2013
- Jon Amundson, Assistant City Manager

Resolutions - Adoption:

2. Resolution No. 28-13, Set a Public Hearing Date Regarding the Vacation of a Portion of Goethals Drive
- Pete Rogalsky, Public Works Director

Items for Approval:

3. WA State Department of Ecology Grant Amendment Supporting Compost Facility Improvements
- Pete Rogalsky, Public Works Director
4. Swift Corridor Capital Improvement Plan Amendment
- Bill King, Deputy City Manager/Community Development Director
5. Swift Corridor Improvements - Traffic Signal Detection Upgrade
- Pete Rogalsky, Public Works Director
6. Tri-City Development Council Marketing Agreement for 2013
- Gary Ballew, Economic Development Manager
7. Solid Waste Collection Franchise Agreements with Waste Management of Washington, Inc., Basin Disposal, Inc. and Ed's Disposal, Inc.
- Pete Rogalsky, Public Works Director
8. Solid Waste Handling Franchise Agreement with Basin Disposal, Inc. and Ed's Disposal, Inc.
- Pete Rogalsky, Public Works Director
9. Agreement with Air-Tight Remodeling for Weatherwise Program Participation
- Bob Hammond, Energy Services Director

Expenditures - Approval:

10. March 25, 2013 - April 5, 2013, for \$8,223,828.16, including Check Nos. 200208-200582, Wire Nos. 5298-5309, Payroll Check Nos. 98910-98924, and Payroll Wire/ACH Nos. 7985-7997
- Cathleen Koch, Administrative Services Director

Items of Business:

1. Approval of Kadlec Regional Medical Center Development Agreement
- Gary Ballew, Economic Development Manager

Reports and Comments:

1. City Manager
2. City Attorney

3. Council Members

4. Mayor

Adjournment

THIS MEETING IS BROADCAST LIVE ON CITYVIEW CHANNEL 13 AND ON WWW.CI.RICHLAND.WA.US/CITYVIEW

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George Washington Way. Requests for Sign Interpreters, Audio Equipment, or Other Special Services
Must be Received 48 Hours Prior to the Council Meeting Time by Calling the City Clerk's Office at 942-7388*



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Public Hearing

Agenda Item: PH1

Key Element: Key 2 - Infrastructure & Facilities

Subject: TORBETT-MAHAN LOCAL IMPROVEMENT DISTRICT NO. 196

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Petition

Recommended Motion:

None.

Summary:

Staff received petitions requesting formation of a local improvement district to make street improvements to a portion of Torbett Street and Mahan Avenue. Staff has prepared cost estimates and provided preliminary assessment notifications for the affected property owners. In accordance with state law, this a public hearing will be held for Council to receive input on the proposal to establish the Torbett-Mahan Local Improvement District (LID) No. 195.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

Johnson, Cindy
Apr 11, 13:16:50 GMT-0700 2013



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Public Hearing

Agenda Item: PH2

Key Element: Key 3 - Economic Vitality

Subject: CONSIDERATION OF PETITION REQUESTING ANNEXATION OF 137 ACRES SOUTH OF REATA ROAD

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Petition

Recommended Motion:

None.

Summary:

Council adopted Resolution No. 26-13, setting April 16th as the date to conduct a public hearing to consider a proposed annexation of 137 acres located south of Reata Road, west of Leslie Road, north of I-82 and east of the Kennewick Irrigation District canal (see attached vicinity map). Notice of the hearing was mailed to property owners and published in the newspaper. The proposed annexation area consists of 18 parcels under 11 different ownerships. Most of the property is undeveloped, but there are existing developments, including commercial storage operations, a landscaping business, topsoil business and a church/school. The request for annexation has been driven by a few property owners who desire city utility service and wish to form a local improvement district to extend water and sewer services to their properties once the annexation has been completed.

State law provides that annexation can only occur when it is supported by owners representing at least 60% of the assessed valuation of the annexation area. The City has received signatures from owners representing 81% of the total assessed valuation. One of those signatures was obtained through a pre-annexation agreement previously authorized by Council. That agreement exempts the owner of an existing mini-storage facility (Del Ray Development) from assessments under a future LID, unless they later redevelop the property or connect to new utilities. One of the other petition signers, Darrell McLaughlin, has contacted staff indicating that he also would like to be exempted from the formation of a future LID. He has indicated that without such an agreement, he no longer supports the annexation.

The Benton County Boundary Review Board has completed its process of review for this annexation proposal and the Planning Commission has recommended a zoning plan for the area. Council is not requested to take any action on this proposal tonight. An annexation ordinance will be brought to Council for consideration at a future meeting and there is sufficient support to proceed, even if Mr. McLaughlin withdraws his support. The potential formation of an LID is a separate matter which will be the subject of an upcoming Council workshop.

Fiscal Impact?

☐ Yes ☒ No

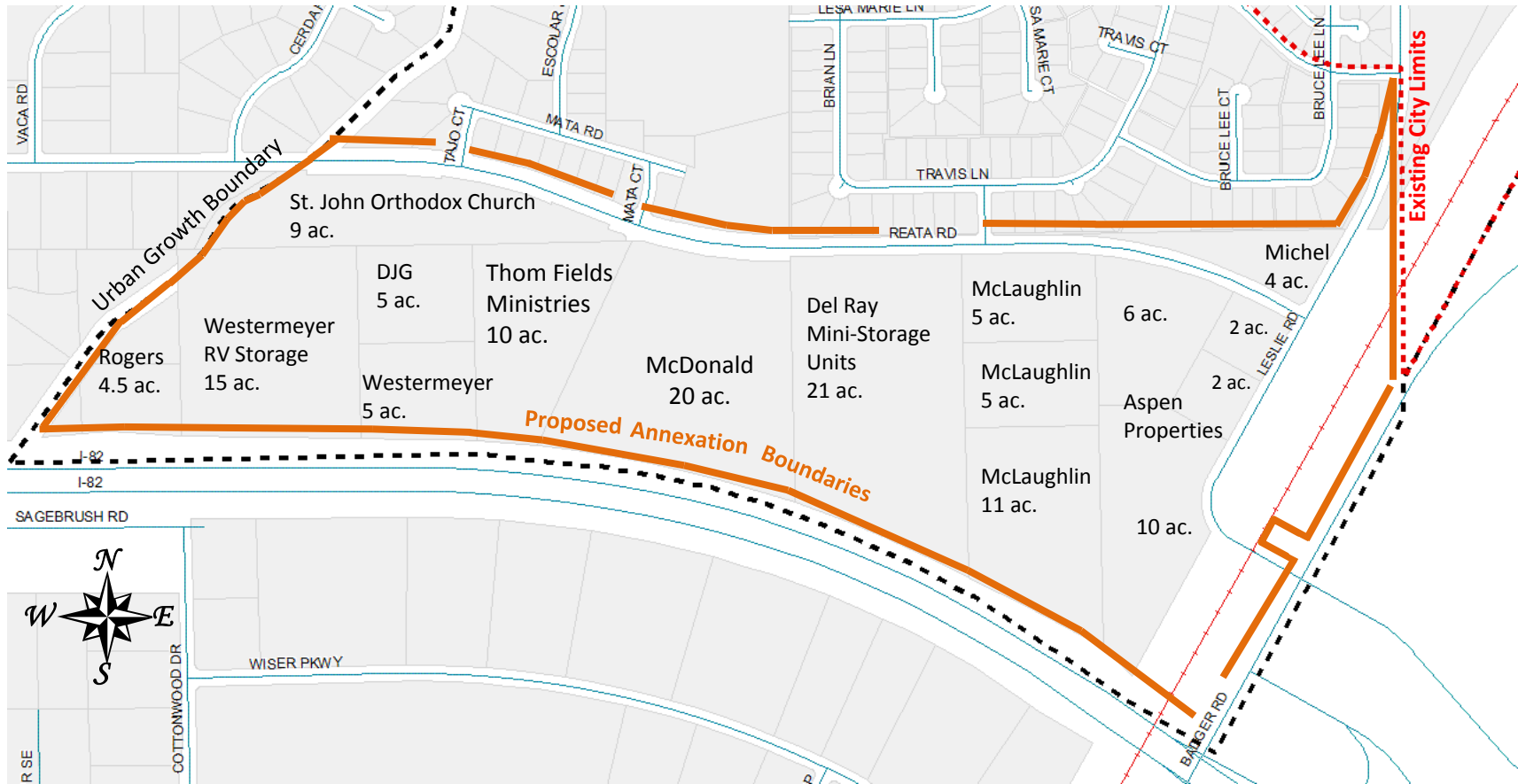
There is no fiscal impact to conducting the Public Hearing. Staff has completed a fiscal analysis which indicates that City's costs of providing service to the annexation area would be offset by the anticipated revenues that the City would receive based on existing levels of development. As commercial development of the area occurs in the future, the City would very likely receive a net benefit.

Attachments:

- 1) Vicinity Map
- 2) Annexation Petition
- 3) Pre Annexation Agreement
- 4) Property Ownership Table
- 5) Proposed Zoning Map
- 6) Fiscal Impact Analysis
- 7) Boundary Review Board Letter

City Manager Approved:

Johnson, Cindy
Apr 11, 13:19:52 GMT-0700 2013



VICINITY MAP

**PETITION FOR ANNEXATION
TO CITY OF RICHLAND, WASHINGTON**

Proposed Annexation Name: **Reata Road Annexation**

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto, lying contiguous to the City of Richland, Washington, do hereby petition that such territory be annexed to and made a part of the City of Richland under the provisions of RCW 35.13.130 et. seq. A list of all assessors' tax parcel numbers of the parcels within the proposed annexation area, the record owner of each parcel, and the assessed value of each parcel is set forth in Attachment 3.

Prior to the circulation of this petition, a meeting was held on the nineteenth day of June, 2012, between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 49-12, accepting the notice of intention to commence annexation proceedings for the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto. Resolution No. 49-12 also (1) required the simultaneous adoption of the City's Comprehensive Plan to serve as the Comprehensive Plan for the proposed annexation area; (2) required the assumption of an appropriate share of all existing indebtedness of the City by the area to be annexed upon annexation authorized; (3) directed the planning commission to propose and forward a recommendation to the city council as to the most appropriate zoning designations for the areas proposed to be annexed; and (4) authorized city staff to file an application with the Boundary Review Board for the proposed annexation.

A notice of intention to annex was duly filed with the Boundary Review Board on September 7, 2012. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on October 23, 2012. Then, on November 5, 2012, the Council passed a resolution authorizing the circulation of an annexation petition for annexation of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto.

WHEREFORE, petitioners pray that the City Council of the City of Richland, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink or indelible pencil and shall be followed by the name of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

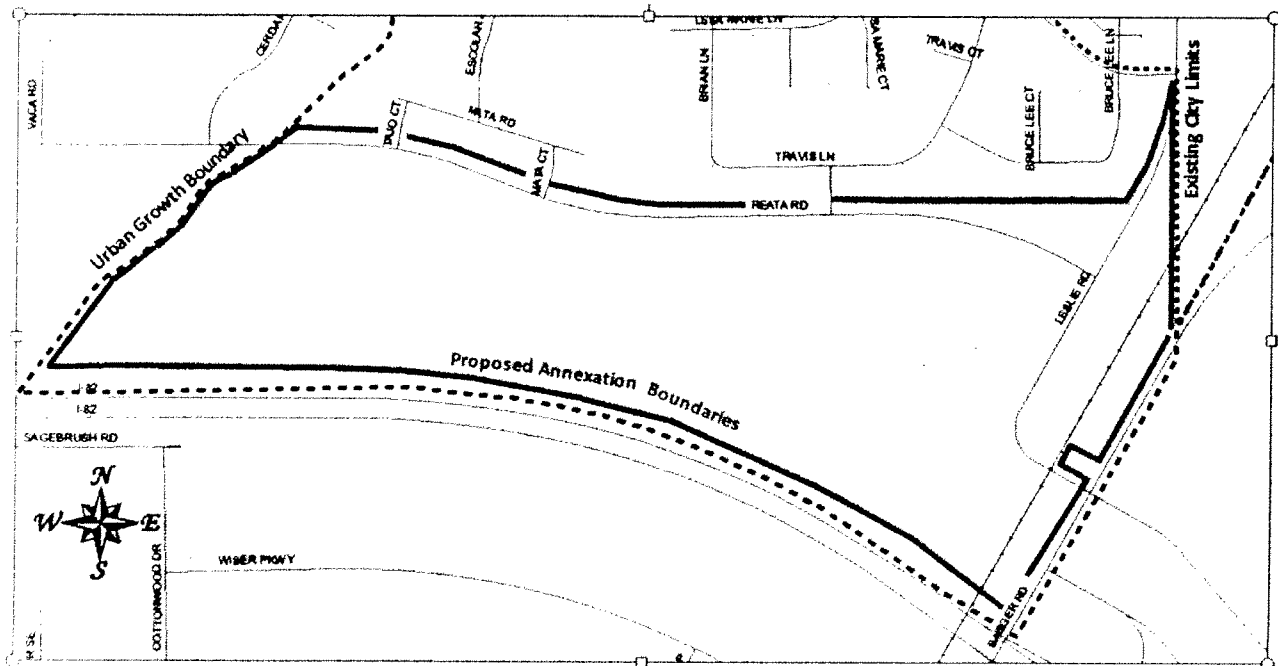
These pages are a group of pages containing identical text intended by the signers of this petition to be presented and considered as one petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single petition.

Assessor's Parcel Numbers: 1-11882013177004
Property Owner: Thom Fields Ministries

Signature: _____ By: Thom Fields Date: 3/21/13

Name of Person Signing: Thom Fields

Attachment 1
Proposed Reata Road Annexation Map



Attachment 2
Legal Description for Proposed Reata Road Annexation

Those portions of Sections 2, 10, and 11, all lying within Township 8 North, Range 28 East W.M., Benton County Washington, described as follows:

Those parcels lying Northerly of Interstate 82 right-of-way, Southerly of Reata Road right-of-way, Westerly of the Easterly right-of-way of Burlington Northern Railroad right-of-way, and Easterly right-of-way of Kennewick Irrigation District Badger Lateral Canal;

Together with: that portion of said Section 11, lying Northerly of said Reata Road right-of-way, Westerly of Leslie Road right-of-way, and Southerly of the Plat of Lorayne "J" Ranch Phase 1, as recorded in Volume 10 of Plats on Page 19, and Southerly of the Plat of Meadow Springs Ranch 2, as recorded in Volume 14 on Page 4 of Plats, records of said County, and State.

Together with: that portion of said Reata Road and Leslie Road right-of-ways lying Easterly of said Kennewick Irrigation District Badger Lateral Canal right-of-way, and Westerly of the Easterly right-of-way of said Burlington Northern Railroad right-of-way, lying within said Sections 2 and 11 Township 8 North, Range 28 East W.M.

Less: that portion of an existing (Lease No. 542,194) between Burlington Northern Railroad Company and the City of Kennewick for a sewage lift station, dated November 16, 1994.

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

1-1088-100-0003-001; 1-1088-100-0003-000; 1-1088-100-0004-001; 1-1188-201-3177-001;
1-0288-301-1509-005; 1-1188-201-3177-002; 1-1188-201-3177-003; 1-1188-201-3177-004;
1-1188-200-0005-004; 1-1188-100-0006-000; 1-1188-101-3301-003; 1-1188-101-3301-002;
1-1188-101-3301-001; 1-1188-101-2147-003; 1-1188-101-2147-004; 1-1188-101-2147-002;
1-1188-101-2147-001; 1-1188-100-0005-004;

**Attachment 3
Proposed Reata Road Annexation**

Parcel ID #	Property Owner	Acres	Value
1-10881000003001	Kennewick Irrigation District	0.28	22,960
1-10881000003000	Richard & Carol Rogers	3.21	10,150
1-10881000004001	Richard & Carol Rogers	1.38	7,250
1-11882013177001	Steve Westermeyer, Russell & Tina Gregory	14.99	993,030
1-02883011509005	End-Ira Inc.	9.23	561,680
1-11882013177002	DJG Land LLC	5.00	118,680
1-11882013177003	Steve Westermeyer,	5.00	118,680
1-11882013177004	Thom Fields Ministries	10.00	255,000
1-11882000005004	Steven & Susan McDonald	20.13	437,340
1-11881000006000	Del Ray Development Co INCA	21.27	2,772,850
1-11881013301003	Darrell & Shirley McLaughlin	11.00	347,500
1-11881013301002	Darrell & Shirley McLaughlin	5.00	165,000
1-11881013301001	Darrell & Shirley McLaughlin	5.25	173,250
1-11881012147003	Aspen Properties LTD Partnership	10.13	283,070
1-11881012147004	Aspen Properties LTD Partnership	6.58	182,050
1-11881012147002	Aspen Properties LTD Partnership	2.00	92,110
1-11881012147001	Aspen Properties LTD Partnership	2.00	103,170
1-11881000005004	John & Renee Michel	4.10	107,100
Totals		136.55	6,750,870

PRE-ANNEXATION AGREEMENT

1. Date and Parties. THIS DOCUMENT ("AGREEMENT"), is dated the 28 day of MARCH, 2013, and is made and entered into by and between City of Richland, a Washington municipal corporation (the "City") and Del Ray Development Company, Inc. ("Owner").
2. Recitals.
 - 2.1 The Owner owns the real property described in Exhibit A attached hereto ("the Property").
 - 2.2 The Property is included in a proposed annexation commonly referred to as the Reata Road Properties Annexation. The area within the Reata Roads Properties Annexation area is contiguous to the present corporate boundaries of the City of Richland and is within the City's urban growth area. A map of the properties included in the proposed Reata Road Properties Annexation is attached hereto as Exhibit B ("Reata Road Properties").
 - 2.3 Upon annexation of the Reata Road Properties, the City intends to form a local improvement district to fund the construction of water and sewer mains and appurtenances that will serve the Reata Road Properties and other properties (the "LID").
 - 2.4 The Property is already developed with existing commercial uses with on-site water and septic systems, and would not presently use the City's extension of water and sewer service that would be constructed and funded in the LID.
 - 2.5 The City and the Owner desire to enter into this Agreement to set forth the terms and conditions on which the Owner's consent to annexation of the Property into the City.
3. Consent to Annexation. The Owner hereby consents to the annexation of all the Property into the City of Richland, and the simultaneous adoption of land use regulations, and the assumption of a fair portion of the City of Richland's existing indebtedness, and agrees to sign, whenever requested, any letter, petition or other document necessary to effectuate such annexation.
4. Waiver of Protest. The Owner hereby covenants and agrees not to protest or challenge by referendum or any other method, any annexation of the Property to the City of Richland.
5. Limited Power of Attorney. The Owner hereby grants and conveys to the City an irrevocable special power of attorney to sign on behalf of the Owner, any letter, petition, or any other document necessary to annex all or any portion of the Property to the City of Richland. This power of attorney shall be considered a power coupled with an interest and shall remain in full force and effect for five years from the date of recording of this Agreement, and shall terminate at the end of such five year period.

6. LID Exclusion. The City shall not include any portion of the Property in the LID that is formed to fund the construction of water and sewer mains and appurtenances that will serve the Reata Road Properties and other properties.

7. Connection Charge. Prior to connection of the Property to the City's public water or sewer system, the Owner shall pay to the City and the City shall collect from the Owner, in addition to all other applicable fees and charges, a connection charge equal to the amount the Property would have been assessed had it been included in the LID, based upon the same formula used to determine the LID assessments for the LID participants. The connection charge shall be imposed through a latecomer's agreement in accordance with Chapter 35.91 RCW and Chapter 3.10 of the Richland Municipal Code. The City Council shall hold a public hearing prior to adoption of the latecomer's agreement. The City shall provide the Owner with the preliminary connection charge amount and calculation, and notice of the public hearing at least 20 days prior to the public hearing. The City shall have no obligation to provide public water or sewer service to the Property unless the connection charge is paid.

8. Connection Required. Owner shall be required to connect the Property to the City's public water and sewer systems under any of the following circumstances:

8.1 When the Benton-Franklin district health department, or any state or local agency with jurisdiction over on-site sewage systems determines that the private sewer system serving the Property has failed or is defective;

8.2 When the Benton-Franklin district health department, or any state or local agency with jurisdiction over potable water supplies determines that the private water system serving the Property has failed or is defective; or

8.3 Prior to issuance of any building permit for an additional improvement on the Property for which an authorized regulatory official requires connection to the City utility systems.

9. Notices.

9.1 All notices under this Agreement to the Owner shall be sent to the mailing address shown on the County Assessor's rolls for the Property.

9.2. All notices under this Agreement to the City shall be sent to the following address:

City of Richland
Community and Development Services
P.O. Box 190, MS 02
Richland, WA 99352

10. Covenant Running With the Land. This Agreement shall be binding on the City and the Owner and their respective successors, grantees and assignees. This Agreement shall constitute a covenant running with Property, and shall be recorded with the Benton County Auditor.

11. Enforcement and Attorneys Fees. This Agreement may be specifically enforced in equity in addition to any other remedy provided by law. In the event suit is brought to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys fees from the other party.

12. Governing Law and Venue. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Benton County Superior Court.

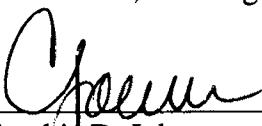
OWNER:
DEL REY DEVELOPMENT INC.

By: 

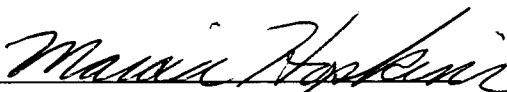
Its: PRESIDENT

THE CITY:

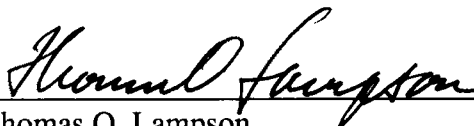
City of Richland, Washington

By: 
Cynthia D. Johnson
City Manager

ATTEST:


Marcia Hopkins
City Clerk

APPROVED AS TO FORM:


Thomas O. Lampson
City Attorney

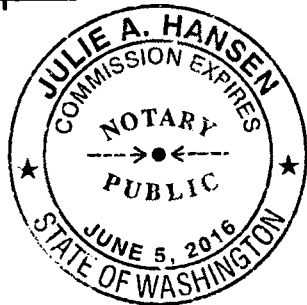
STATE OF WASHINGTON)

) SS.

County of Benton)

I certify that I know or have satisfactory evidence that Duane LaPiere is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the President of Del Ray Development Company, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 6, 2013.



Julie A. Hansen
NOTARY PUBLIC

Print Name: Julie A. Hansen

My appointment expires: 6/5/16

STATE OF WASHINGTON)

) SS.

County of Benton)

I certify that I know or have satisfactory evidence that Cynthia D. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Richland to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 28, 2013.



Debra C. Barham
NOTARY PUBLIC

Print Name: DEBRA C. BARHAM

My appointment expires: 11/16/16

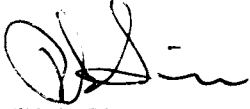
EXHIBIT A
Description of Property

THE WEST 750.50 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING NORTHERLY OF SR 82 RIGHT OF WAY.

Assessors Tax Parcel Nos. 111881000006000

If you have questions regarding annexation, feel free to call me at 942-7596.

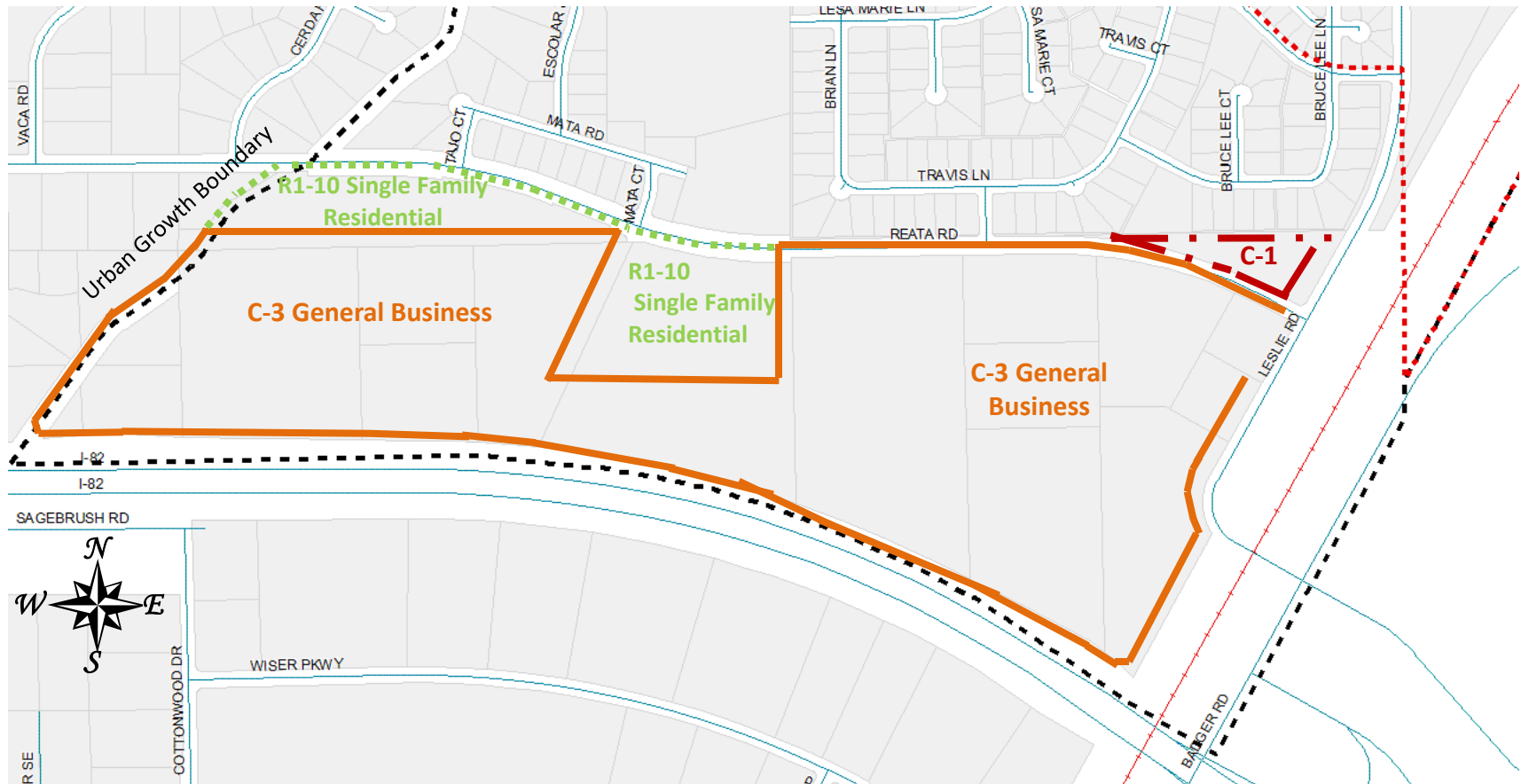
Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Simon', with a stylized flourish at the end.

Rick Simon
Development Services Manager

**(Del Proposed Reata Road Annexation Property Owners
Petition Signers Highlighted in Red**

Parcel ID #	Property Owner	Acres	Value	% of Total Value
1-10881000003001	Kennewick Irrigation District	0.28	22,960	.34
1-10881000003000	Richard & Carol Rogers	3.21	10,150	.15
1-10881000004001	Richard & Carol Rogers	1.38	7,250	.10
1-11882013177001	Steve Westermeyer, Russell & Tina Gregory	14.99	993,030	14.65
1-02883011509005	End-Ira Inc.	9.23	561,680	8.3
1-11882013177002	DJG Land LLC	5.00	118,680	1.75
1-11882013177003	Steve Westermeyer,	5.00	118,680	1.75
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1-11881000006000	Del Ray Development Co INCA	21.27	2,772,850	40.90
1-11881013301003	Darrell & Shirley McLaughlin	11.00	347,500	5.13
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1-11881013301001	Darrell & Shirley McLaughlin	5.25	173,250	2.55
1-11881012147003	Aspen Properties LTD Partnership	10.13	283,070	4.18
1-11881012147004	Aspen Properties LTD Partnership	6.58	182,050	2.69
1-11881012147002	Aspen Properties LTD Partnership	2.00	92,110	1.36
1-11881012147001	Aspen Properties LTD Partnership	2.00	103,170	1.52
1-11881000005004	John & Renee Michel	4.10	107,100	1.58
Total – All Properties		136.55	6,750,870	99.59
Petition Signers (81.0% of Total)				



**REATA ROAD ANNEXATION
PLANNING COMMISSION RECOMMENDED ZONING**

FISCAL IMPACT – PROPOSED REATA ROAD ANNEXATION

INTRODUCTION

Staff has prepared this fiscal analysis to identify the impacts of the proposed Reata Road annexation to the City. The following is a summary of the analysis that was completed and an explanation of the assumptions used.

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

COST OF SERVICE

The impacts associated with the annexation of a commercial area are different from those of a residential area. Typically, we would evaluate the number of residents living within an annexation area and estimate the costs of providing City services to those residents on a per capita basis. In the case of the Reata Road annexation, there are no residents and the majority of the property is undeveloped. A different type of analysis is required.

With no residents on site, it is clear that some City services, such as parks and library services would not be impacted by the annexation. Other services, such as street maintenance would clearly be impacted, as the annexation would add segments of Leslie Road and Reata Road to the City's rights-of-way. Other services such as police and fire protection are more difficult to assess, as there are undoubtedly impacts associated with providing services to the few existing businesses there, but as most of the land in undeveloped, the impacts may not be significant.

With the Badger Mountain South annexation and master agreement, the City established a formula for determining cost of service that calls for the calculation

Cost of Service Formula

Under the provisions of the Badger Mountain South (BMS) master agreement, the City and NorAm developed a methodology for calculating the costs of service that considers costs associated with undeveloped land. Since the Reata Road annexation largely consists of undeveloped land, this analysis relies on that methodology. The BMS agreement defines the cost of service by adding adopted budget figures for police services, fire and emergency services, library, park maintenance, recreation and library services and dividing that total by the City population to determine an annualized cost of service per City resident. Seventy percent of that number is used as a Cost of Service Factor (CSF). In 2013 the CSF is \$316.76, as detailed in Table I, below. The BMS agreement calls for 10% of the Cost of Service Factor to be multiplied by the total number of vacant acres to determine the estimated cost of service for vacant land.

**TABLE I – Reata Road Annexation Proposal
Cost of Service**

Service	Annual Budget	Cost/Person
Fire & Emergency Services	\$6,758,931	\$135.48
Police	\$12,504,421	\$250.64
Park Administration	\$205,501	\$4.12
Recreation	\$1,254,427	\$25.14
Library	\$1,810,994	\$36.30
Total	\$22,534,274	\$451.68
Cost of Service Factor (70% of total)		\$316.18

Notes for Table I:

1. Budget figures taken from 2013 City budget.
2. Population of 49,890 from 2012 OFM Population Estimates

In this annexation proposal, there are two public street segments that would become City streets: Reata Road between Leslie Road and the Kennewick Irrigation District canal and Leslie Road, south of the current City limits to its intersection with Clearwater. In total, approximately 6,950 lineal feet of roadway would be added to the City's street system. Given the City's existing street network that consists of approximately 261.5 miles and the current year budget for street maintenance of \$2,229,270, the costs of maintaining the 1.3 miles of street located within the proposed annexation would be estimated at \$11,168 annually.

Applying the CSF formula to the proposed annexation along with the estimated costs associated with public street maintenance identifies the following estimated cost of service:

Vacant Land Service Costs		Street Maintenance Costs		Total Costs
Vacant Acres	116 acres	Length of Street	6,950 lineal feet	\$14,888
CSF	\$31.62/acre	Cost/Mile	\$8,525	
Cost of Service	\$3,667	Annual Costs	\$11,221	

This analysis does not assign specific costs of service to the existing buildings within the annexation area which include commercial storage, uses, a church/school and a landscaping business.

REVENUES

Table II provides an estimate of the revenues that would be produced for the City upon annexation. The City would receive property tax from all taxable properties located within the annexation area (all parcels excluding the tax exempt church). Additionally, the properties that are developed would be obligated to pay utility taxes and storm water utility fees. The four existing businesses would also pay an annual business license fee. Finally, the City would receive sales tax proceeds from the business operations that occur within the annexation area. However, the existing storage businesses are engaged primarily in space rentals which are not subject to sales tax, leaving a landscaping business and a topsoil business which are the only current operations that would be subject to payment of sales tax. State sales tax data is available only in aggregate amounts that would not reveal the sales volumes of particular businesses. Since the number of existing businesses is so small, data is not available for the existing businesses, so no estimate of sales tax revenues is included in the table.

TABLE II – Reata Road Annexation – Revenues from Existing Development

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Total Amount</u>
Property Tax	\$2.9697/\$1,000 in assessed valuation	\$6,189,190 ¹	\$18,380
Stormwater Utility Fee	\$3.85/mo. per 3,000 sq. ft. of impervious area	Existing Impervious Coverage in Annexation Area	\$5,820
Utility Taxes ²	\$141.07/property	5 Developed properties	\$705
Business License Fees	\$40/business	4 Existing Businesses	\$160
Total Revenue			\$25, 065

Table II Notes:

¹Assessed valuation of annexation area exempting existing church use

²Utility taxes based on average utility bills as reported in Appendix I.

COMPARISON OF COSTS AND REVENUES

The fees charged for the connection to City utility services and the monthly user charges are designed to recover the costs associated with the provision of those services. Consequently, development within the proposed annexation area should not have fiscal impacts on those services.

Service costs quoted here only included those services that are directly provided to residents. Other General Fund expenses, including administrative expenses, are not

estimated here. Presumably, there is some efficiency that would be accrued by the City in serving a larger population that would be located in a relatively small geographical area that is surrounded by the City's existing service boundaries; however, administrative costs may be somewhat understated. Costs for actually providing services to the few existing businesses within the area may also be somewhat understated. Sales tax information, which is not available, would understate the total revenue that the City would receive upon annexation.

**TABLE III – Reata Drive Annexation Proposal
Summary of General Fund Revenues and Expenses**

	Annual Projected Revenues	Annual Projected Expenses	Net Annual Benefit
Based on Existing Levels of Development	\$25,065	\$14,888	\$10,177

CONCLUSION

Given the limited data that is available for this analysis, there are both understated projected revenues and expenses. The net projected benefit for the annexation area under existing conditions is fairly small and given the limitations of the data, the costs and revenues should be considered to only offset each other. It should also be pointed out the City's enterprise funds would not be negatively impacted as expenses associated with providing power, water, sewer, storm drainage and solid waste disposal would necessarily equal the revenues associated with providing such services.

While there is no significant cost benefit to the City with the existing levels of development, the real benefit in the annexation of this area comes from the potential future commercial development that is possible. Commercial development typically requires fewer City services and generates more revenue than costs and so over the long term would be a net benefit to the City.

APPENDIX

The following is a brief calculation of how the utility tax revenues for the proposed annexation were estimated. Utility taxes for water, sewer and electrical services are not part of this calculation, as properties within the proposed annexation area do not currently receive these City services.

Estimated Annual Utility Tax Revenues

Utility Service	Number of Accounts ¹	Total Revenue ²	Per Customer Revenue
Ambulance	17,408	13,000	\$0.75
Solid Waste	17,456	640,000	\$36.66
Phone	24,635 ³	2,553,800	\$103.66
Total			\$141.07

¹Number of customers from 2011 Comprehensive Annual Financial Report

²Estimated revenue from 2013 Budget

³Number of accounts receiving City electric service (includes both households & businesses) & assumes that all who receive electrical service also have phone service

**BENTON COUNTY
BOUNDARY REVIEW BOARD**

Prosser 786-5612
Fax # 786-5629

P.O. Box 910 - Planning Annex
1002 Dudley Avenue
Prosser, Washington 99350

Tri-Cities 736-3086

October 23, 2012

Rick Simon, Dev. Services Manager
P.O. Box 190
Richland WA 99352

RE: Proposed Annexation File No. BRB 12-04

Dear Mr. Simon:

On September 7, 2012, we accepted your Notice of Intention to annex approximately 137 acres in Sections 10 and 11, Township 8 North, Range 28 East, W.M. The forty-five day period in which any governmental unit affected may file a request for a review of the action or a petition requesting review may be filed has ended.

Since no action was taken by the Boundary Review Board or no request received within the forty-five day period, you may proceed with the remaining steps necessary to annex the approximately 137 acres into the City of Richland. Per the Boundary Review Boards Rules of Procedure this approval is valid for a period of three years. After expiration of the three year time period, an uncompleted annexation must be re-filed with the Board for approval, in light of changed conditions or circumstances.

If you have any questions with reference to this matter, don't hesitate to contact this office.

Sincerely,



MICHAEL SHUTTLEWORTH, Chief Clerk
BENTON COUNTY BOUNDARY REVIEW BOARD



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: COUNCIL MEETNG MINUTES

Department: Assistant City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the minutes of the Council meeting held on April 2, 2013.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Draft Council Meeting Minutes

City Manager Approved:

Johnson, Cindy
Apr 12, 10:42:40 GMT-0700 2013



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, April 2, 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, Lemley, and Thompson were present.

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

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

Mr. King clarified a few items concerning the purchase and sale agreement for the surplus property located at the N.W. Corner of Swift Blvd. and George Washington Way to Greg Markel on the agenda.

Mayor Fox asked for a volunteer to attend the Yakima Basin Fish and Wildlife Recovery Board meeting scheduled for May 30, 2013, and Council Member Lemley agreed to attend.

Mr. Amundson reviewed Council's Tuesday Notes highlighting the Joint Council/ELT annual retreat scheduled for April 15, 2013, the City's Volunteer Appreciation event on April 18, 2013, as well as the 2012 community service and the 2012 annual report that will be given on the April 16, 2013, Council meeting.

Mr. Peters discussed the public comments received so far regarding the Duportail Bridge project and said the last day for public comments is April 3, 2013.

Regular Meeting:

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

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, Lemley, and Thompson were present.

Also present were Deputy City Manager King, Acting City Manager Amundson, City Attorney Lampson, Administrative Services Director Koch, Fire and Emergency Services Director Baynes, Police Services Director Skinner, Public Works Director Rogalsky, Parks and Recreation Director Schiessl, Human Resources Director Beecher and City Clerk Hopkins.

Pledge of Allegiance:

Mayor Fox introduced Jack Dorian, from Boy Scout Troop No. 228, who led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda:

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations:

1. Introduction of New Employee
 - Gordon Beecher, Human Resources Director

Mr. Beecher introduced Kimberly Simon who joined the City on March 18, 2013, as a Support Specialist for Energy Services. Kimberly worked for Washington State University as a Field Office Site Manager and has fifteen years of experience in administrative support positions.

Richland Report:

Council Member Lemley attended a Regional Tri-City Chamber of Commerce meeting where retired NASA astronaut Bonnie Dunbar spoke. He also said there was a good turnout for the Mr. Bunny Event held on March 30, 2013, at the Richland Community Center, where he helped served over 500 pancakes.

Council Member Christensen attended the ribbon cutting ceremony for the City's refurbished tennis court and street improvements.

Mayor Fox said he also attended the ribbon cutting ceremony for the tennis court and he was invited to hit the first tennis ball across the net.

Comments:

1. Public Comments

No public comments.

2. Reports of Board and Commission Representatives:

No reports.

3. Reports of Visiting Officials:
No reports.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes - Approval:

1. Council Meetings Held March 19 and 26, 2013
- Jon Amundson, Assistant City Manager

Ordinances - Passage:

2. Ordinance No. 08-13, Approving Rezone of 12.5-Acre Parcel near Westcliffe Boulevard from Planned Unit Development (PUD) to Single-Family Residential (R1-10)
- Rick Simon, Development Services Manager

Resolutions - Adoption:

3. Resolution No. 23-13, Authorizing City to Cost Share in LED Street Light Pilot Program in Badger Mountain South Development
- Bob Hammond, Energy Services Director
4. Resolution No. 25-13, Increase Citywide Petty Cash Amounts
- Cathleen Koch, Administrative Services Director
5. Resolution No. 26-13, Establishing a Hearing Date for Proposed Reata Road Annexation
- Rick Simon, Development Services Manager
6. Resolution No. 27-13, Vacating Position No. 7 of the Parks and Recreation Commission
- Joe Schiessl, Parks and Recreation Director

Items for Approval:

7. Purchase and Sale Agreement with Ken Sweeney for a .995-Acre Lot in the Horn Rapids Business Center
- Gary Ballew, Economic Development Manager
8. Facility Contingency Agreement with the Richland Public Facilities District
- Bill King, Deputy City Manager

Award of Bid - Approval:

9. Award of Bid to Culbert Construction for Hodges Court Sewer Main Replacement Project
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

10. March 11, 2013 - March 22, 2013, for \$5,120,426.57, including Check Nos. 199843 - 200207, Wire Nos. 5286-5297, Payroll Check Nos. 98896-98909, and

Payroll Wire/ACH Nos. 7964-7984
- Cathleen Koch, Administrative Services Director

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

Items of Business:

1. Master Plan for the Unnamed Neighborhood Park at Westcliffe Boulevard and Gala Way
- Joe Schiessl, Parks and Recreation Director

Mr. Schiessl said in 2012, the City acquired 3.0 acres of property at the southeast corner of Westcliffe Boulevard and Gala Way to develop it into a neighborhood park under the Capital Improvement Plan. Staff recently hosted two neighborhood meetings and invited representatives from the three adjacent subdivisions, Applewood Estates, Brantingham Greens and Badger Mountain Village to participate in a master planning effort. Staff additionally consulted with the Richland School District, as they are planning the construction of an elementary school south of the park. The City has recently begun implementing natural design features into its parks and the public has been highly supportive of these elements. The master plan for the unnamed park includes features such as berms, meadow grass, trees and a water element taking advantage of the groundwater table in the area, as well as standard turf grass on the south portion of the park for organized sports. A playground structure, gazebo, and walking path are also part of the plan. On March 14, 2013, the Parks and Recreation Commission voted unanimously to recommend approval of the master plan. This year's park development will include irrigation, turf/grass and trees. The playground structure will be installed next year.

Council discussion included parking and landscape issues with the park and the number of names submitted from citizens to use for the park.

COUNCIL MEMBER CHRISTENSEN MOVED AND MAYOR PRO TEM ROSE SECONDED THE MOTION TO APPROVE THE MASTER PLAN FOR THE UNNAMED NEIGHBORHOOD PARK AT WESTCLIFFE BOULEVARD AND GALA WAY. THE MOTION CARRIED 7-0.

2. Purchase and Sale Agreement for Surplus Property Located at the N.W. Corner of Swift Blvd. and George Washington Way to Greg Markel
- Bill King, Deputy City Manager

Mr. King said the City's Strategic Plan identifies redevelopment and urbanization of Richland's Central Business District (CBD) as a key goal. In 2010, City Council recognized the Swift Corridor as a prime opportunity for revitalization and hired a consulting team to make a recommendation on future development. After completing

the required review process, City Council declared the property located at the N.W. corner of Swift Boulevard and George Washington Way as surplus to City needs and authorized staff to negotiate a sale to the abutting property owner Greg Markel at market value. Negotiations with the Mr. Markel have led to an agreed purchase price of \$5.50 /sq ft. plus a \$20,000 donation for public art. The purchase and sales agreement requires that the purchaser develop a minimum of 12,000 sq. ft. of buildings along the Swift frontage and conform to the City's CBD zoning. Ground floor spaces must be designed for retail, service uses or restaurant uses with office or residential uses allowed on upper levels. No drive-thru or auto oriented uses are permitted on the purchased property. The City will coordinate with the developer to implement streetscape consistent with plans for the balance of the Swift Corridor. The developer will work with the City's Art's commission to find an appropriate location on the site for an art installation of the City's selection. The City will retain a repurchase right if the conditions have not been met or vertical construction has not begun within 12 months of closing. This property will be combined with larger abutting property to the north and become a part of a larger redevelopment. The proposed purchase and sale agreement was reviewed by the Economic Development Committee, who recommended approval at their March 25 meeting.

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE PURCHASE AND SALE AGREEMENT FOR SURPLUS PROPERTY LOCATED AT THE N.W. CORNER OF SWIFT BLVD. AND GEORGE WASHINGTON WAY TO GREG MARKEL. THE MOTION CARRIED 7-0.

Reports and Comments:

1. Acting City Manager Amundson said the Joint Council/Executive Leadership Team annual retreat is April 15, 2013, at 8:00 – 12:00 noon, starting at the City Hall Annex building. He noted the City's Volunteer Appreciation event is April 18, 2013, at 6:30-8:00 p.m. at the Richland Community Center. He also noted the 2012 community survey and the 2012 annual report will be given at the April 16, 2013, Council meeting.
2. Attorney Lampson had no comments.
3. Council Members:

Council Member Lemley said he and Police Chief Skinner gave a presentation at the Richland Senior Association's General Meeting. He also attended the March for Respect Event on March 23, 2013, in John Dam plaza.

Council Member Thompson said he will be attending the Energy Community Alliance meeting in Washington D.C., April 8-13, 2013.

4. Mayor Fox had no comments.

Adjournment:

Mayor Fox adjourned the meeting at 7:55 p.m.

Respectfully Submitted,

Marcia Hopkins
City Clerk

FORM APPROVED:

John Fox
Mayor

DATE APPROVED:



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 28-13 ESTABLISHING A PUBLIC HEARING DATE FOR VACATION OF GOETHALS DRIVE

Department: Public Works

Ordinance/Resolution: 28-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No 28-13, establishing May 7, 2013, as the date of a public hearing on the proposed vacation of a portion of Goethals Drive.

Summary:

Kadlec Regional Medical Center (KRMCC) desires to expand its existing 11 acre campus in Richland onto property immediately east of Goethals Drive and the existing campus. In doing so, they wish to have the City vacate that portion of Goethals drive generally between the existing Emergency Room driveway and Carondelet Drive to provide for a safer and more attractive environment for increased foot traffic between the hospital, the expanded campus, and the surrounding neighborhoods.

Chapter 35.79 of the Revised Code of Washington outlines the process for vacating streets. This code requires that upon receiving a signed petition from the abutting property owners, the City shall fix a time when the petition will be heard by resolution.

The City received a signed petition dated March 16, 2013, from Miller Mertens Comfort & Kruetz, PLLC on behalf of KRMCC requesting the vacation of this portion of Goethals Drive. The proposed resolution establishes the May 7, 2013, Council meeting as the date of the hearing.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) RES 28-13 Setting Public Hearing - Goethals Drive Vacation
- 2) Proposed Goethals Vacation exhibit

City Manager Approved:

Johnson, Cindy
Apr 11, 13:17:16 GMT-0700 2013

RESOLUTION NO. 28-13

A RESOLUTION of the City of Richland setting a public hearing date to receive public comments on the vacation of a portion of Goethals Drive.

WHEREAS, Kadlec Regional Medical Center (KPMC) desires to continue to expand its existing 11 acre campus in Richland onto property immediately east of its existing campus; and

WHEREAS, KPMC is prepared to enter into a Healthcare Campus Development Agreement (Development Agreement) with the City; and

WHEREAS, the Development Agreement is contingent upon the vacation of a portion of Goethals Drive from north of the Emergency Room entrance to just south of Carondelet Drive; and

WHEREAS, Miller Mertens Comfort & Kreutz, P.L.L.C has submitted a formal right-of-way vacation request dated March 16, 2013 on behalf of KPMC for that portion of Goethals Drive; and

WHEREAS, City staff has determined through various traffic studies that traffic circulation will not be hampered by the vacation of this portion of Goethals Drive right-of-way; and

WHEREAS, the City will maintain an easement for existing utilities located within the Goethals Drive right-of-way; and

WHEREAS, City staff considers that there is no longer a public need or use for this portion of Goethals Drive, except as a utility corridor; and

WHEREAS, State law requires that a public hearing be held to allow public consideration of this proposal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a public hearing date is hereby set for May 7, 2013 at the City Council meeting in the Council Chamber, Richland, Washington, at 7:30 p.m. to receive public comments regarding the vacation of a portion of Goethals Drive.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 16th day of April 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney



PROPOSED GOETHALS DRIVE VACATION



NOT TO SCALE

DATE: 4-09-13
 DRAWN BY: jks
 SCALE: Not to Scale
 CAD DWG: Goethals ROW Vaca
 O:\Civil_Projects - Civil 3D\Non_Project Misc Exhibits\
 For Jeff P\GOETHALS ROW VACA 4-9-13.dwg



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 2 - Infrastructure & Facilities

Subject: WA ST DOE GRANT AMENDMENT SUPPORTING COMPOST FACILITY IMPROVEMENTS

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the attached grant agreement amendment with the Washington State Department of Ecology and amend the 2013 - 2017 Capital Improvement Plan.

Summary:

In August 2012, the City Council approved a grant agreement with the Washington State Department of Ecology (Ecology) that provided Ecology funds to expand the City's compost facility and purchase material-screening equipment. The agreement required performance of the authorized work before the end of the State's two-year budget period, ending on June 30, 2013. City staff has completed the work under the grant agreement and is preparing to submit the final cost reimbursement requests.

In recent dialogue with Ecology, staff the City has learned that additional grant funds are available if work can be completed by the June 30 deadline. City staff has identified the following additional improvements that are eligible for grant support. These items were selected and prioritized for their potential to improve processing quality, reduce operating costs and improve safety.

1. Water delivery system improvements at the compost facility
2. Compost process instrumentation equipment
3. Large capacity front-end loader bucket equipment
4. Material stacking equipment

The attached grant amendment agreement will provide funding for the water delivery system improvements. City staff intends to purchase materials and complete these improvements using City staff and equipment.

The remaining three items, Nos. 2, 3, and 4 above, will be acquired through a separate grant agreement between Benton County and Ecology. The City is a partner in the Benton County grant through its solid waste program interlocal agreement. The City will purchase the items and receive the grant funding by invoicing the grant share of the costs, seventy-five percent, to Benton County. This is the same process that was routinely used during operation of the Moderate Risk Waste Facility. It is anticipated that Benton County and Ecology will approve a grant agreement amendment enabling these purchases in the next seven to ten days.

Fiscal Impact?

☒ Yes ☐ No

The grant amendment increases the total project costs by \$118,500, but provides seventy-five percent funding for the additional work and equipment. The Capital Improvement Plan amendment reflects a net reduction in Solid Waste Utility funding (\$25,000) and an increase in Wastewater Utility funding (\$46,000) to reflect last fall's cost analysis of the compost facility. The analysis indicated that the facility costs and benefits were shared equally between the funds. The Wastewater Utility ending fund balance available for these costs is \$2,410,634.

Attachments:

- 1) Compost Facility Imprv Ecology Grant Amendment 1
- 2) Compost Facility Improvements - CIP Revision 4-16-2013

City Manager Approved:

Johnson, Cindy
Apr 11, 13:17:58 GMT-0700 2013

AMENDMENT NO. 1 TO AGREEMENT NO. G1300010

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF RICHLAND

Purpose: To amend the above referenced grant agreement between the Department of Ecology (Department) and The City of Richland (Recipient) to increase the maximum eligible cost to spend by June 30, 2013 under this agreement.

IT IS MUTUALLY AGREED that the agreement is amended as follows:

1. The maximum eligible cost for this agreement is increased by \$40,000.00 from \$430,000.00 to a total of \$470,000.00. The state share amount for this agreement is increased by \$30,000.00 from \$322,500.00 to a total of \$352,500.00.
2. The following table outlines the changes to the budget listed by task.

Budget Table			
Category and Task	Current Budget Amount	Amendment Budget Amount	Agreement Total Budget Amount
Organics	\$ 430,000.00	\$ 470,000.00	\$ 470,000.00
1. Expansion of the City of Richland's Horn Rapids Landfill Compost Facility	\$ 155,000.00	\$ 112,962.00	\$ 267,962.00
Organics	\$ 430,000.00	\$ 470,000.00	\$ 470,000.00
2. Purchase a Portable Trommel Screen for the city of Richland's Compost Facility	\$ 275,000.00	-\$72,962.00	\$ 202,038.00
MAXIMUM ELIGIBLE COST	\$ 430,000.00	\$ 40,000.00	\$ 470,000.00
STATE GRANT SHARE	\$ 322,500.00	\$ 30,000.00	\$ 352,500.00

FUND SOURCE: CPG (LTCA)

Maximum Eligible Cost:		\$ 470,000.00
FUND	GRANT PERCENT (%)	STATE GRANT SHARE
Local Toxics Control Account (LTCA)	75%	\$ 352,500.00
MATCH REQUIREMENT	MATCH PERCENT (%)	LOCAL SHARE
Cash Match	25%	\$ 117,500.00
Interlocal Costs	0%	\$0

Agreement No. G1200374 - Amendment 1
Coordinated Prevention Grant Program
Regular Cycle Agreement with Pacific County

3. In addition to the original outcome statement, the City will improve water delivery efficiency to the compost facility, resulting in better compost process performance and lower operating costs.
4. The effective date of this amendment is January 1, 2013.
5. All other terms and conditions of the original agreement and any amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties sign this Amendment:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

THE CITY OF RICHLAND

Laurie G. Davies
Program Manager
Waste 2 Resources Program

Signatory
Date

Printed Name and Title of Signatory

APPROVED AS TO FORM ONLY
Assistant Attorney General

PROJECT DESCRIPTION

PROJECT NAME: Compost Facility Improvements

KEY ELEMENT

Key # 2 Goal # 4 Objective #

PROJECT ADMINISTRATION: Public Works Administration and Engineering

PROJECT LOCATION: Richland Sanitary Landfill

PROJECT DESCRIPTION: Planned improvements at the landfill to the compost facility to improve operation, accessibility and safety. The project will provide additional paved surface to increase capacity, acquire equipment to improve efficiency, and add water pipelines and equipment to improve efficiency.

PROJECT STATUS: A grant was acquired to expand the compost pad and to purchase a trommel screen. A grant amendment is proposed to expand the scope of work to include water delivery improvements and additional compost pad footprint.

RESPONSE TO GMA LEVEL OF SERVICE: N/A

REVISION to Council 4-16-2013		Total Estimated Project Cost	Project Costs To Date 12/31/11	Prior Years Remaining Budget	PROJECT EXPENDITURES BY YEAR				
PROJECT BUDGET					2013	2014	2015	2016	2017
DESIGN		6,574	-	6,574	-	-	-	-	-
CONSTRUCTION MGMT		5,720	-	-	5,720	-	-	-	-
CONSTRUCTION		280,000	-	51,388	228,612	-	-	-	-
10% CONTINGENCY		-	-	-	-	-	-	-	-
SCREEN PURCHASE /WATER DELIVERY & COMPOST EQUIP.		319,706	-	202,038	117,668	-	-	-	-
TOTAL		\$ 612,000	\$ -	\$ 260,000	\$ 352,000	\$ -	\$ -	\$ -	\$ -
					PROJECT REVENUES BY YEAR				
PARTICIPATING FUNDS		Total Estimated Project Revenue	Project Revenue To Date 12/31/11	Prior Years Remaining Budget	2013	2014	2015	2016	2017
GRANT - ECOLOGY COORDINATED PREVENTION					352,500	-	195,000	157,500	-
GRANT - ECOLOGY (BENTON COUNTY)		67,500	-	-	67,500	-	-	-	-
SOLID WASTE RATE REVENUE		96,000	-	65,000	31,000	-	-	-	-
OTHER - WASTEWATER CONTRIBUTION		96,000	-	-	96,000	-	-	-	-
TOTAL		\$ 612,000	\$ -	\$ 260,000	\$ 352,000	\$ -	\$ -	\$ -	\$ -
					2013	2014	2015	2016	2017
IMPACT ON OPERATING FUNDS					2013	2014	2015	2016	2017
REVENUE INCREASE (DECREASE)					-	-	-	-	-
EXPENDITURE INCREASE (DECREASE)					-	-	-	-	-
TOTAL					\$ 0	\$ 0	\$ 0	\$ 0	\$ 0



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 2 - Infrastructure & Facilities

Subject: ADJUSTMENTS TO SWIFT CORRIDOR IMPROVEMENTS CIP PROJECT

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize the City Manager to adjust the 2013 budget and the 2013-2017 CIP to transfer monies from the Industrial Development fund and reallocate a portion of REET funds to finance land acquisition in the Swift Corridor Improvements project

Summary:

Part of the Swift Corridor Improvement project entails purchasing federal General Services Administration (GSA) land that is currently a parking lot along Swift Boulevard. Based on current progress, staff anticipates this sale can occur later this year. At the March 19, 2013, meeting, Council approved a transfer of \$479,484 from the Swift Corridor Improvements CIP project budget to the Industrial Development Fund to finance a portion of the ConAgra Columbia Point land repurchase. The intent is to use future land sale proceeds to refund the Swift Corridor project.

Since the March 19 Council action, \$242,960 has been identified in the Industrial Development Fund that could be utilized toward the Swift land acquisition. These funds had been budgeted for utility access road improvements along Logston Boulevard but this work is now funded through the Local Revitalization Financing (LRF) bonds. Staff also proposes to reprogram a portion of the REET 1 funds (\$250,000, less \$30,000 needed for traffic signal improvements) budgeted for Swift Corridor streetscape improvements to reestablish the budget needed for purchase of the GSA site.

A final decision on the potential purchase of the GSA site will be brought back to Council once the terms have been negotiated with GSA.

Fiscal Impact?

☒ Yes ☐ No

Transferring \$242,960 from Industrial Development Fund to the General Gov't Construction Fund and reprogramming \$220,000 of the REET 1 funds allows the City to be responsive to the opportunity to purchase GSA property, and still provide \$30,000 for traffic signal improvements as an early part of the streetscape improvements

Attachments:

1) Amended CIP Swift Corridor Improvements

City Manager Approved:

Johnson, Cindy
Apr 12, 10:43:29 GMT-0700 2013

PROJECT DESCRIPTION

PROJECT NAME: Swift Corridor Improvements

KEY ELEMENT

Key# 4 Goal # 1 Objective # 2

PROJECT ADMINISTRATION: Community Development

PROJECT LOCATION: Swift Boulevard between Central Fire Station and George Prout Pool

PROJECT DESCRIPTION: The Swift Corridor project is a multi-year, long-range project to replace aging municipal facilities and to stimulate private investment. Major tasks include acquisition of surplus federal property, improving Swift Boulevard with bike, pedestrian, and landscape features, partnerships with other owners and institutions, creation of a mixed use civic campus, and enhanced river access.

PROJECT STATUS: Conceptual planning is complete that identifies several viable opportunities for redevelopment and public/private partnerships along the corridor between Stevens Drive and George Wash Way. In 2016 a public/private municipal civic campus is proposed to be funded via 63-20, 25 year amortized lease to own option with private design/build. Annual lease payment of \$1,365,000 may be funded using savings from upcoming bond maturities in 2017 in the amount of \$819,000 and a new electric utility occupation tax (\$546,000) as a revenue source. The Development Services building could additionally be replaced in 2018 through an expansion of the City Shops facility at Queensgate at an estimated projected cost of \$5.5 million, making room for additional higher education growth in the Central Business District and providing enhanced customer service. Additional medical, public and private buildings will be pursued as opportunities arise along Swift Corridor as contemplated in the 2011 LMN Redevelopment Study. 2013 work will include the acquisition of 1.83 acres of GSA property, the DOE 770 Records Building along with an additional 2.24 acres of property, and potential reconstruction of Swift Boulevard between Stevens Drive and George Wash Way if grant funding application to CERB Board is successful.

RESPONSE TO GMA LEVEL OF SERVICE: N/A

AMENDED BY COUNCIL 4/16/2013

PROJECT BUDGET	Total Estimated Project Cost	Project Costs To Date 12/31/11	Prior Years Remaining Budget	PROJECT EXPENDITURES BY YEAR				
				2013	2014	2015	2016	2017
PLANNING	100,000	81,236	18,764	-	-	-	-	-
REMODEL UTILITY BILLING FACILITIES	105,000	-	105,000	-	-	-	-	-
LAND ACQUISITION	570,000	22,584	227,416	320,000	-	-	-	-
STREETSCAPE	1,030,000	-	-	30,000	1,000,000	-	-	-
RPLC CITY HALL FACILITY - HARD & SOFT COSTS, SITE & PRKG	22,078,838	-	550,000	-	-	-	21,528,838	-
TOTAL	\$ 23,883,838	\$ 103,820	\$ 901,180	\$ 350,000	\$ 1,000,000	\$ 0	\$ 21,528,838	\$ 0

PARTICIPATING FUNDS	Total Estimated Project Revenue	Project Revenue To Date 12/31/11	Prior Years Remaining Budget	PROJECT REVENUES BY YEAR				
				2013	2014	2015	2016	2017
GENERAL FUND - FACILITY RESERVES	205,000	103,820	101,180	-	-	-	-	-
CERB GRANT FOR SWIFT BLVD (UNSECURED)	750,000	-	-	-	750,000	-	-	-
LTGO 98 FUND	70,516	-	70,516	-	-	-	-	-
INDUSTRIAL DEVELOPMENT FUND	242,960	-	242,960	-	-	-	-	-
LAND SALES (UNSECURED)	586,524	-	236,524	100,000	250,000	-	-	-
CAPITAL IMPROVEMENT FUND (REET 1ST 1/4%)	250,000	-	-	250,000	-	-	-	-
LIBRARY CONSTRUCTION FUND	250,000	-	250,000	-	-	-	-	-
LEASE PURCHASE	21,528,838	-	-	-	-	-	21,528,838	-
TOTAL	\$ 23,883,838	\$ 103,820	\$ 901,180	\$ 350,000	\$ 1,000,000	\$ 0	\$ 21,528,838	\$ 0

IMPACT ON OPERATING FUNDS	2013	2014	2015	2016	2017
REVENUE INCREASE (DECREASE)	-	-	-	-	-
EXPENDITURE INCREASE (DECREASE)	-	(10,000)	-	(20,000)	-
TOTAL	\$ 0	\$ (10,000)	\$ 0	\$ (20,000)	\$ 0

Municipal Projects



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 2 - Infrastructure & Facilities

Subject: SWIFT CORRIDOR IMPROVEMENTS - TRAFFIC SIGNAL DETECTION UPGRADE

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize staff to utilize \$30,000 of the Swift Corridor Improvements project funds to upgrade the traffic signal detection equipment at the intersection of Swift Boulevard and Jadwin Avenue.

Summary:

In July of 2012, staff investigated improper signal operation at Swift Boulevard and Jadwin Avenue and found four damaged in-ground vehicle sensors. Staff estimated the cost to replace the in-ground sensors at between \$10,000 and \$12,000.

The reconstruction planned as part of the Swift Corridor Improvements project would require the in-ground sensors to be again removed and replaced for the roadway resurfacing. Public Works has adopted a standard practice of upgrading signal vehicle detection to video cameras during roadway improvement projects. The cost of the detection upgrade is usually budgeted and implemented as part of the road project. Staff is proposing to upgrade the detection equipment at the Swift Boulevard and Jadwin Avenue intersection immediately, as an early element of the Swift Corridor Improvements rather than replace the in-ground detection equipment. Since the costs of the equipment exceed the budget available for routine traffic signal maintenance, staff is proposing that the Swift Corridor Improvements capital budget fund this work.

Another item on the April 16, 2013, is a staff proposal to reprogram the Swift Corridor Improvements CIP project to focus project resources on GSA land acquisition. The proposed amendment would retain \$30,000 in the 2013 budget for reconstruction work on Swift Boulevard.

Fiscal Impact?

☒ Yes ☐ No

This action will spend up to \$30,000 from the Swift Corridor Improvements project previously approved by Council in the 2013 Capital Improvement Plan, page 68. Assuming passage of another item on tonight's agenda, there will be \$30,000 available in this project's 2013 budget specifically for reconstruction of Swift Boulevard.

Attachments:

City Manager Approved:

Johnson, Cindy
Apr 12, 10:42:25 GMT-0700 2013



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 3 - Economic Vitality

Subject: TRI-CITY DEVELOPMENT COUNCIL MARKETING AGREEMENT FOR 2013

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the 2013 Economic Development Agreement with the Tri-City Development Council.

Summary:

The 2013 Agreement with the Tri-City Development Council (TRIDEC) provides for regional marketing of the Tri-Cities to primary businesses as well as retention and expansion activities for existing businesses. The City receives a number of recruitment leads and support responding to these leads from TRIDEC. The payment of \$30,000 equals the payment made by the City over the past three years. It also matches the contribution provided by the Cities of Kennewick and Pasco, as well as the contribution made by the Port of Pasco, Port of Kennewick and Port of Benton. The work plan, as provided in Exhibit A to the agreement, outlines TRIDEC's marketing, recruitment, and retention plan.

Also included in the agreement, is an additional \$1,000 in funding to provide support services to the Young Professionals of the Tri-Cities (YPTC).

Fiscal Impact?

☒ Yes ☐ No

The payment of \$30,000 in 2013 is to support TRIDEC's regional marketing, recruitment and retention activities. The agreement also includes an additional \$1,000 to provide support services to Young Professionals of the Tri-Cities. Funding for these activities is included in the 2013 Industrial Development Fund budget.

Attachments:

- 1) TRIDEC 2013 Agreement, Draft
- 2) 2013 TRIDEC Work Plan

City Manager Approved:

Johnson, Cindy
Apr 11, 13:17:28 GMT-0700 2013

Contract No. _____

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of April, 2013 by and between the City of Richland, a Washington Municipal Corporation, (hereinafter called the "City"), and Tri-City Development Council, a non-profit corporation of the State of Washington (hereinafter called the "Contractor").

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK:

The Contractor shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

2. SCOPE OF WORK

- a) The Contractor shall perform economic development programs for the term of this agreement. Services to be provided are detailed in the attached Work Scope, Exhibit "A" and are made part of this Agreement. More specifically, the Contractor shall develop and execute a regional marketing program that will include marketing missions to two major metropolitan areas and include participation at three industry events focused on key market sectors for Richland. At least one sector focus shall include technology firms as identified by the Tri-Cities Research District.
- b) In the interest of attracting and retaining young professionals, as called for by the Tri Cities Research District Land Use and Marketing Plan, the Contractor shall promote and enhance the attractiveness of the community to young professionals. Said promotion and enhancement may take the form of providing support to the Young Professionals of the Tri-Cities for items such as, but not limited too, web space, meeting space, registration and hosting services.

3. TERM OF AGREEMENT

The term of this agreement is from the day the agreement is entered into until termination, which occurs on December 31, 2013.

4. COMPENSATION

- a) For services provided in Paragraph 2a, the City agrees to pay the Contractor the sum of thirty thousand dollars and no cents (\$30,000.00). Payments shall be made in equal payments from March through December in an amount of three thousand dollars and no cents (\$3,000.00) per month during the term of

this agreement. The City will make payment within four weeks of receipt of an invoice and work progress report from Contractor.

- b) For services provided in Paragraph 2b, the City agrees to pay the Contractor the sum of one thousand dollars and no cents (\$1000.00). Payment shall be made in one lump sum. The City will make payment within four weeks of receipt of an invoice, which shall include a list of assistance provided.

5. EMPLOYMENT

Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

6. OTHER PARTIES

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

7. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice, by registered mail, or mailed to the other party at his usual place of business. In the event this contract is terminated by the Contractor, the City will be entitled to reimbursement of costs occasioned by such termination by the Contractor. In the event the City terminates this Agreement, the City shall pay the Contractor for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the City and the Contractor.

If any work covered by this Agreement shall be suspended or abandoned by the City before the Contractor has completed the assigned work, the Contractor shall be paid for services performed down to the time of such termination or suspension an amount equal to the costs incurred at the date of termination as mutually agreed upon between the City and the Contractor.

8. DISPUTE RESOLUTION

The City and the Contractor agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the City and the Contractor not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Contractor. If not mutually agreed to resolve the claim by arbitration, the claim will

resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration Association.

9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

10. INSURANCE

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractor's insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates evidencing the insurance requirements of the Contractor before commencement of the work

11. INDEMNIFICATION / HOLD HARMLESS

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

12. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Contractor makes no warranties express or implied, under this Agreement or otherwise, in connection with the Contractor's services.

13. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

14. EQUAL OPPORTUNITY AGREEMENT

The Contractor agrees that he will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

15. PARTIAL INVALIDITY

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

16. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses

City

Gary Ballew, Manager
Economic Development Office
City of Richland
975 George Washington Way
Richland, WA 99352
(509) 942-7763

Contractor

Carl Adrian, President
TRIDEC
901 N. Colorado
Kennewick, WA 99336
(509)735-1000

17. EXTRA WORK

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

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

CITY OF RICHLAND, WASHINGTON

TRI CITY DEVELOPMENT COUNCIL

CYNTHIA D. JOHNSON
City Manager

CARL ADRIAN
President

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney

EXHIBIT A: WORK SCOPE

TRI CITY DEVELOPMENT COUNCIL – COMMERCE AND INDUSTRY DIVISION 2012 WORK PLAN

As Attached

COMMERCE AND INDUSTRY DIVISION 2013 WORK PLAN TRI-CITY DEVELOPMENT COUNCIL

Business Recruitment, Young Professionals of the Tri-Cities (YPTC), Girls Learning About Manufacturing (GLAM), Commerce Appreciation, Retention, and Expansion Program (CARE), and Small Business Development Center (SBDC)

COMMERCE AND INDUSTRY DIVISION 2013 WORK PLAN TRI-CITY DEVELOPMENT COUNCIL

MARKETING AND BRANDING REVISITED

Marketing

In early 2006, Angelou Economics evaluated the strengths and weaknesses of the Tri-Cities, identified target industries, proposed positioning and branding strategies, and stressed recruiting high visibility and high wage employers. That study continues to influence development of the annual TRIDEC Work Plan.

Recently the TRIDEC Board and senior management recognize the value of revisiting key elements of the '06 material. The concept is to hire a consultant in early 2013 to take a fresh look at the Tri-Cities and recommend changes in direction or focus in TRIDEC programs as necessary.

Branding

In another area of importance, TRIDEC, VCB and Tri-City Regional Chamber are collaborating on development of a shared brand strategy for their organizations. Brand development is extremely important since the brand selected will be repeatedly communicated, in multiple ways, with frequency and consistency over a long period of time. It is likely that an outside branding expert will be utilized during 2013 to assist in this effort.

INTRODUCTION

The Tri-City Development Council (TRIDEC) works to attract, retain and nurture innovative businesses throughout Benton and Franklin Counties.

To this end, the Council manages strategic and collaborative activities to influence:

- Attraction of new investment and jobs
- Infrastructure investment
- Workforce training
- Assistance for new and growing small businesses
- Business retention and expansion
- New technology deployment
- Support for local Federal programs
- International trade and investment activities

Success indicators include growth in total number of jobs, reduction in unemployment rates, increases in personal income, and total investment in the Counties from both private and public sources.

TRIDEC MISSION

The Mission is to achieve economic stability and balanced growth through the retention and creation of jobs and the enhancement of the quality of life in the region.

Commerce and Industry Division

The Commerce and Industry Division (C&I) benefits companies investigating Benton and Franklin Counties as a prospective location for expansion or relocation efforts. The Division acts as project manager for these firms to identify and qualify existing facilities or sites for new operations.

Since the Tri-Cities is geographically and culturally diverse, there are distinct economic development interests and priorities among the cities, counties and ports. All C&I activities are conducted in close collaboration with partner economic development professionals within the two county area.

Young Professionals of Tri-Cities (YPTC) and GLAM

These activities are helping to improve the quality of life throughout Benton and Franklin Counties. More detail will be found on pages 10 – 11.

Commerce Appreciation, Retention and Expansion Program

The Commerce Appreciation, Retention and Expansion (CARE) program focuses on retaining and expanding local manufacturing businesses, pages 12 – 14.

Small Business Development Center

The Small Business Development Center (SBDC) is the TRIDEC resource for providing management assistance to small and growing businesses. TRIDEC and the SBDC collaborate with governments and colleges/universities to help small business owners and aspiring entrepreneurs.

COMMERCE AND INDUSTRY DIVISION

OBJECTIVES

As mentioned earlier, Angelou Economics evaluated the Tri-Cities and made recommendations for attracting new businesses to the area. This plan follows his recommendations on the region's best selling points, focuses on development of industry clusters, and incorporates best practices to influence location decisions by growing companies in targeted industries:

- Identify and attract companies into Benton and Franklin Counties within, but not limited to, the targets identified on page 3.
- Engage businesses, ports, cities, counties and other partners in pursuit of business and industrial development objectives.
- Manage marketing initiatives that may focus on specific sites or geographic areas. These may include Heritage Industrial Center, Tri-Cities Research District, resources around Red Mountain, and emerging industrial properties adjacent to the Southridge area.
- Use resources effectively by avoiding the duplication of activities while concentrating on marketing tactics that produce positive results.
- Promote the region as the ideal location for energy research, systems development, product commercialization and energy technology manufacturing.

OVERALL STRATEGY

- Communicate with site location consultants and business leaders, representing successful and growing companies, regarding the advantages of locating facilities in the Tri-Cities.
- Identify companies needing highly educated workers, access to unmatched scientific and technical expertise, and specialized infrastructure.
- Improve the probability of identifying expansion and relocation candidates by developing focused target industry lists, refining databases to reflect a narrowed focus, and concentrating direct marketing and sales activities geographically.

Two committees, the Commerce & Industry Committee and the Agribusiness Committee are important participants in strategy implementation.

The Commerce & Industry Committee provides advice and assistance to the business recruitment effort on all aspects of attracting new business investment. The Agribusiness Committee works to promote development of non-traditional or alternative uses for agricultural products, enhance agriculture and food processing, expand opportunities for value added conversion of local agricultural production, and develop the wine industry.

Committee members represent a broad spectrum of interests from industrial, service, and financial institutions. To best utilize their expertise, TRIDEC will review the current committee models and make changes as necessary. The number of meetings per year, division into sector-specific teams, content modification, changes to meeting structure, etc will be considered.

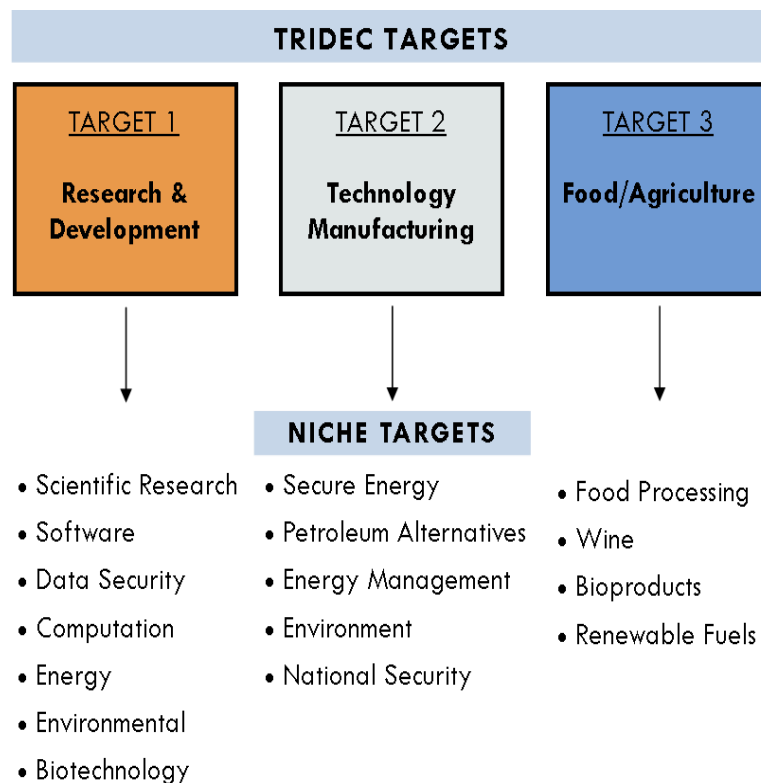
BUSINESS RECRUITMENT

Getting the attention of business prospects is a difficult task, particularly while competing with at least 13,000 other economic developers. In spite of this competition, TRIDEC leadership has been extremely successful in routinely communicating with nationally recognized site location consultants and business leaders. The ability to communicate with this audience requires strong collaboration with our economic development partners, working closely together to identify and recruit companies able to locate operations in the Tri-Cities.

TRIDEC Targets

The target industries depicted in the diagram below represent the key industry sectors on which TRIDEC will focus their business recruitment program. These targets do not preclude TRIDEC from recruiting other businesses; rather, the targets are meant as a guide on how to focus limited recruitment resources.

The recommended targets for recruitment include Research & Development, Technology Manufacturing, and Food/Agriculture.



Research & Development

Pacific Northwest National Laboratory and Tri-Cities Research District

The Pacific Northwest National Laboratory, the Port of Benton and other economic development organizations are developing the region's first technology-based research area, the Tri-Cities Research District. Surrounding PNNL's campus in Richland, the TCRD is a laboratory and office complex with the flexibility to support medical technology, energy, advanced materials, life sciences, environmental cleanup and restoration, etc.

In 2007, the Research District became an Innovation Partnership Zone, a Washington State designation for world-class locations for the advancement of science and technology. The Laboratory was central to the Research District's successful IPZ designation, and continues to anchor the "innovation eco-system" enabling research and technology companies to develop, commercialize and market products worldwide.

The Research and Development targets represent a number of disciplines including analytics, basic scientific research, food safety, data security, biotechnology, computational science, among others. Since the R&D disciplines link very well to the needs of the Technology Manufacturing sector, TRIDEC marketing efforts will address both groups simultaneously.

Technology Manufacturing

Mid-Columbia Energy Initiative

Future changes to the physical boundaries of the U.S. Department of Energy Hanford Site will make 60 square miles of Federal land available for industrial use. The Mid-Columbia Energy Initiative (MCEI), a TRIDEC led program, is working with Energy Northwest and other partners on plans for an open

access, carbon neutral Energy Park on part of this land. The property is ideal for energy related manufacturing companies and as a demonstration platform for emerging energy technologies.

The recently completed MCEI Marketing Plan reinforces the value of recruiting renewable energy sector companies. As a result, the marketing needs of MCEI have been integrated into this Work Plan, promoting the region as the ideal location for new businesses in clean and renewable energy.

Secure Energy and Petroleum Alternatives

America imports the majority of its fuel energy needs, often from countries with extremely volatile political environments. Such instability motivates implementation of secure energy technologies and development of nonpetroleum products. As a result, TRIDEC will examine recruitment opportunities in bio-products, solar energy, energy storage, and petroleum alternatives manufacturing and processing.

Pacific Northwest National Laboratory, Tri-Cities Research District, WSU, and the Innovation Partnership Zone will benefit from recruitment of companies in the secure energy and nonpetroleum products sector. TRIDEC will continue to collaborate with these partners to identify recruitment targets by industrial classification, organization size, growth history, production mix, geographic distribution, and cluster development opportunities.

Energy Management through Generation, Storage, Transmission, and Conservation

Manufacturing companies producing components for the energy sector are experiencing unprecedented growth and profitability. Worldwide energy demands are driving innovation in energy generation, storage, transmission, and conservation. Energy generation mandates carbon neutral methods, and possible use of carbon sequestration technologies. Storage systems might use hydrogen, methane, or ammonia, requiring special systems and material handling technologies. Transmission systems suffering inefficiencies over long distances might benefit from cryogenic power cables or wireless transmission systems. Conservation methods might use smart grid technologies, unique structural materials, or creative transportation concepts.

Manufacturers of components supplying the energy sector can locate operations in either Benton or Franklin County. Since quality infrastructure and skilled workers are available throughout the region, there is no doubt that industries supporting the energy sector are able to succeed here.

National Security

The need to protect the United States from both internal and external threats is extremely complex. As weapons become more sophisticated, compact, mobile, and powerful, detection systems must evolve to meet the changing environment.

Companies manufacturing devices and systems for the National Security effort can access unique resources in the Tri-Cities. Experts in remote sensing, software development, and counter terrorism are available at the Pacific Northwest National Laboratory. Specific recruitment opportunities for TRIDEC include manufacturers of explosive detection equipment, and chemical, biological, radiological and nuclear detection systems.

Environment

The overall quality of the World's environment is being carefully scrutinized. Climate change, availability of fresh water, clean energy, endangered species, food safety, and nuclear energy are being debated. The Tri-Cities has the opportunity to attract companies in environmental sciences and natural resource management. Manufacturing devices and materials supporting carbon sequestration, air and water pollution monitoring, and environmental restoration are specific opportunities.

Food/Agriculture: Value-Added Agriculture Products and Processes (VAAPP)

Simply stated, VAAPP represents the ability to process crops into consumer-ready food, fiber, and fuel products. VAAPP includes:

- Renewable fuels and co-products such as biodiesel and ethanol, bioplastics and non-petroleum based lubricants and industrial chemicals.
- Agricultural biotechnology as a collection of scientific techniques, including genetic engineering, for improving plants and microorganisms used in alternative energy programs.
- Innovative developments in both agricultural products and processes, particularly conversion of commodities into higher-value products.

Two important and expanding opportunities within VAAPP include wine / distilled spirits and sophisticated convenience foods / confections.

Viticulture and Enology

The 700 wineries in the state employ 19,000 people and pay \$579 million in wages. Locally, the wine industry is a major food processing activity. There are about 48 wineries in Benton/Franklin counties employing 665 people with an average annual wage of about \$35,000. Although it is difficult to identify the number of local wine grape growers, there are over 350 statewide.

Businesses supporting the wine industry represent an important opportunity for recruitment. Businesses of interest include winery equipment manufacturers, testing laboratories, alcohol adjustment concentrators, bottling equipment makers, barrel fabricators, labelers, etc.

Specialty Food Products

The National Association for the Specialty Food Industry describes processors in the sector as providing foods and beverages that exemplify quality, innovation and style. The Chukar Cherry Company, Aplets & Cotlets, and Johnnie's Seasoning Salt are three Washington specialty processors with significant name recognition.

The "specialty" adjective connotes product originality, authenticity, ethnic or cultural origin, specialized processing, ingredients, exclusivity, extraordinary packaging or specific channels of distribution and sale. To capitalize on consumer preferences for food and beverages that are functional, organic, natural, and ethnically correct, TRIDEC is including this sector in the overall marketing program.

Special Note

Warehousing & Distribution and Back Office sectors are not specifically identified as recruitment targets in this plan. Site selection decisions for these sectors are driven by sophisticated mathematical transportation models or on availability of vacant buildings, number of potential employees and labor costs. Even though TRIDEC cannot influence these dynamics, the sectors will be monitored and aggressively recruited as opportunities arise.

Marketing Strategies and Plans

Promotions and Special Events

The promotional effort is designed to: 1) keep the Tri-Cities name in front of the site selection community; 2) encourage interested parties to obtain more information via the TRIDEC web site, and 3) generate bona fide leads.

Web Presence

An increasing number of site selection projects, either by companies directly or by site location consultants, begin on the Internet. Consequently, web based research demands that information be current and accurate. Website management practices will require that new information be posted as available, not on a calendar-based schedule.

Search engine visibility is one of the most important characteristics of a successful website. Google, Netscape and Bing retrieve information from the World Wide Web using keyword recognition. To maximize visibility on the web, keyword and key phrase identification and search engine optimization will be closely monitored as part of overall website management.

Electronic Resources

The Washington Wire is an electronic economic development digest managed by the Department of Commerce. It is intended to be the principal resource for sharing economic development information from around the state. TRIDEC works with the Department to post news, information, and announcements onto the Wire. This free service expands our web-based exposure while benefiting from association with business development advertising/promotion by the state.

In addition to the TRIDEC website, www.fastfacility.com is a good resource for posting sites and buildings information on the internet. *FastFacility* has been acknowledged by site selection executives as significantly reducing site evaluation time and eliminating some travel expenses in the early stages of site selection work. Postings on both the TRIDEC site and on the *FastFacility* platform require staff to monitor changes in ownership, pending transactions, removal from marketplace, reconfiguration of existing property, new listings, conversion from agricultural to industrial, etc. Any web based tools required for management of these resources will be evaluated and upgraded as necessary.

Collateral Materials

Primary emphasis in printed materials will continue to be on the *Fact Sheet*, a summary of significant community information and statistics. Targeted industry information and Quarterly Economic Indicators will be posted on the TRIDEC website, with a limited number of printed copies also available.

Recruitment Mailings

TRIDEC will design a series of mailings using a combination of letters and conventional postcards addressed to the following:

1. Senior management in target industry companies
2. Site selection consultants, substantive industrial real estate firms, and other third party advisors
3. Trade associations and publications associated with target industries

Marketing Missions

TRIDEC will undertake three sales missions during the term of this plan. Typically teams of two individuals will make calls with a focused message on the advantages of doing business in the Tri-Cities. Meetings with prospects in target industries will be the first priority. However, visits with site selection consultants and contacts from CoreNet Global and the Industrial Asset Management Council (IAMC) members will also be scheduled. Generally, prospects will be contacted by mail followed by a telephone call to schedule a personal visit.

Representatives from partner organizations and/or local business leaders will be encouraged to participate in these missions.

Trade Shows / Target Industry Events

1. Food Manufacturing & Packaging Expo and Conference – This event is the largest regional Food Processing Expo in North America, attracting almost 4,000 food processing industry professionals from around the nation. This conference is scheduled for January 14 – 16, 2013 in Portland, OR.
2. TRIDEC will sponsor two Industrial Asset Management Council (IAMC) Professional Forums, a very cost effective venue for promoting the Tri-Cities. IAMC is the leading association of industrial asset management and corporate real estate executives. The Forums provide visibility for the Tri-Cities through signage, printed programs and schedules, public speaking opportunities, and recognition during breakout sessions.
3. TRIDEC's target industries share a common denominator: information technology. IT, particularly data centers, consistently drive software development, demand the most sophisticated hardware, and push for innovative energy management systems. To identify significant opportunities, TRIDEC will walk *Data Center World* in March. The event caters to facility management professionals representing 4,500 of the world's largest data centers. The event is in Las Vegas, April 29 – May 2, 2013
4. CoreNet Expo, 21 – 23 October, 2013, provides a forum for economic developers and corporate real estate developers to meet and discuss opportunities beneficial to both parties.
5. Power-Gen and Nuclear Power International – Power-Gen, co-located with Nuclear Power International, is the largest power event in the industry. Combined, the two shows offer access to 18,000 power professionals over three days. The event is in Orlando, FL, December November 12-14, 2013.

Young Professionals of Tri-Cities (YPTC) and GLAM (Girls Learning About Manufacturing)

Growing, expanding businesses require skilled workers for all levels within their organizations. In addition to overall workforce development requirements, retention and attraction of young professionals is very important to the future of the Tri-Cities and companies doing business here.

Retaining young professionals demands investment in quality of life assets and in entrepreneurship resources. Attracting young professionals requires marketing messages that will appeal specifically to the demographic. To achieve both objectives, TRIDEC established the Young Professionals of Tri-Cities organization in 2007.

YPTC's mission is simple, to connect and engage young professionals in the Tri-Cities region. YPTC accomplishes this by:

- Cultivating an informed and involved young professional community in the Tri-Cities region.
- Acting as a catalyst for progress in creating an environment in the Tri-Cities that allows for the growth and development of young professionals.
- Providing social and business networking opportunities, professional development, and community enhancement projects for young professionals in the Tri-Cities.

YPTC aims to facilitate the advancement of young professionals through social, educational and civic service oriented events. The desired outcome of YPTC is to foster an environment where members can learn from each other's experiences, share business knowledge and discuss career matters. They work to prevent the migration of educated young people to larger cities (often referred to as "brain drain") and to encourage those who have left to return to the Tri-Cities region.

2013 Activities

- Host monthly social networking events at local establishments highlighting the businesses that are attractive to young professionals.
- Host monthly professional networking events.
- Host quarterly professional development events.
- Coordinate quarterly community service activities.

Girls Learning About Manufacturing

Girls participate in creating a team project using their creativity and problem-solving skills alongside motivating female industry professionals. Girls are educated on academic pathways that lead to a variety of career opportunities within the manufacturing industry. Final projects are displayed at the annual Smartmap Expo held at the TRAC in Pasco.

- Educational program designed to introduce young women to non-traditional careers in the manufacturing industry.
- Creative and interactive hands-on experience highlighting diverse career possibilities.
- Empowers and encourages young women to consider new and exciting careers.
- Features female industry professionals who enlighten and inspire young women.
- Helps to develop creative thinking and problem solving skills.
- Showcases specific career opportunities within the manufacturing industry.

GLAM is hosted at Columbia Basin College in partnership with the Tri-City Development Council (TRIDEC).

2013 Objectives:

- Increase participants to 125 high school students.
- Increase mentors to 42 industry professionals – 25 from manufacturing companies and the remainder from complimentary companies.
- Encourage and facilitate additional outreach between mentor and mentee.

Mid-Columbia Energy Initiative

MCEI came about in 2009 after DOE announced “footprint reductions” for DOE cleanup sites, including Hanford. DOE indicated a vision of turning some of the land into Energy Parks.

Following DOE’s announcement, TRIDEC called a meeting of 20 individuals representing local energy companies, public utility districts, solar manufacturers, BPA, Energy Northwest and Mission Support Alliance. This meeting was called to discuss remedies for solving the nation’s energy challenges by utilizing the Hanford Site’s local natural resources, and by leveraging research and development expertise of the area’s highly trained workforce.

Now over 120 members strong, MCEI is working towards bringing about the realization that the Tri-City region is primed to become the nation’s recognized leader in solving energy challenges. MCEI supports and plays an active role in helping DOE’s objective to meet renewable energy requirements, including directly assisting numerous federal institutions to meet presidential requirements for renewable energy.

MCEI helps advance Hanford cleanup by:

- Providing alternate energy sources for DOE’s Waste Treatment Plant to replace the 45,000 gallons/day of diesel currently identified for the Steam Plant, and provide 70 average megawatts of power, thereby:
 - Reducing the future Hanford carbon footprint by a minimum of 40%;
 - Reducing WTP (steam plant) operating costs by \$1 million per month;
 - Utilizing the cost savings to accelerate cleanup across the Hanford site;
 - Leading the way in implementing Executive Order 13514, “Federal Leadership in Environmental, Energy and Economic Performance.”
- Replacing Hanford van-pools and DOE vehicles with hybrid or all-electric vehicles, also reducing the carbon footprint of Hanford.
- Identifying renewable energy sources such as solar farms or biofuel plants to help meet Hanford’s renewable energy requirements.

2013 Objectives:

- Support Benton-Franklin Transit’s Electric Bus Demonstration Project.
- Support Cascade Natural Gas’s Natural Gas Pipeline.
- Support Small Modular Reactor’s.
- Support Land Transfer Initiative.
- Support PNNL and their Smart Grid, Materials Hub, and Battery Hub projects.
- Support Bioproducts efforts from BSEL and InnovaTek.
- Support Solar Brownfield Project for 300 area.

Partner Initiatives and Collaborations

Several TRIDEC partners have recently considered economic development mission changes and updates. Kennewick, Connell, Prosser, West Richland, Port of Kennewick, Benton County, and others have, or are, developing new economic and community development perspectives. In addition, the Department of Commerce requires collaboration on work items and timelines contained in the State's 2011-2015 Strategic Plan.

TRIDEC will continue collaborating with partners in planning and developing strategies to support new initiatives. Attracting new industry, retention / expansion of existing businesses and encouraging startups helps the economy stabilize and grow, creates new jobs, and generates new wealth.

Metrics

In all of the activities listed above, the following metrics will be reviewed quarterly and included in C&I reports:

- Business contacts initiated
- New clients
- Businesses sited
- Jobs created
- Average annual wage of jobs created
- New jobs with wages above the county annual average wage
- Private dollars invested
- Public dollars invested
- New state and local tax dollars generated

CARE (Commerce Appreciation, Retention and Expansion) Program

The CARE Program is dedicated to retaining and expanding local manufacturing companies. Manufacturing is an important piece in the economic development puzzle of the Tri-Cities as well as the state of Washington. Washington manufacturing employment in 2011 was 269,200 (compared to 257,600 in 2010), representing 9.5% of overall non-farm employment. Average annual compensation in manufacturing in 2011 was \$78,150 greatly exceeding the average annual compensation in the non-manufacturing sectors at \$50,060, a difference of \$28,090. Fortunately, manufacturing in Washington is on a growth curve, from \$25 billion in 1997 to \$45 billion in 2011. Key manufacturing sectors are:

Aerospace and other transportation equipment (42%)
Petroleum and coal products (17%)
Computer and electronic products (10%)
Food and beverage products (9%)
Machinery (6%)
Fabricated metal products (4%)
Paper (4%)
Miscellaneous (3%)
Wood products (3%)
Nonmetallic mineral products (2%)

The CARE Program will be involved in a number of activities in 2013 to recognize, train and create opportunities for manufacturers in Benton and Franklin Counties.

Recognition

- ✓ TRIDEC will again partner with the Port of Benton and the Pacific Northwest National Laboratory to present the Richland Rotary Entrepreneurial Awards
- ✓ TRIDEC will again participate, as a judge, in the annual Seattle Business Magazine Washington Manufacturing Awards. Other participants include Moss Adams, Magic Wheels, the Center for Advanced Manufacturing Puget Sound (CAMPS), Washington State University, Clark Nuber, the University of Washington, Impact Washington, Manufacturing Alert and the Northwest Food Processors Association.

Training

- ✓ TRIDEC will be hosting training sessions with the Aerospace Joint Apprenticeship Committee (AJAC) focusing on AJAC's Apprenticeship Program, Manufacturing Academy and The Advanced Inspection and Manufacturing Mobile Training Unit (AIM-MTU).
- ✓ TRIDEC will again partner with the Association of Washington Business to present such programs as the NAM-Endorsed Manufacturing Skills Certification System, Industry Listening Sessions and Manufacturing Skills Panels.
- ✓ TRIDEC will continue to work with Impact Washington to provide training in such disciplines as Lean Process Innovation, Succession Planning, Exporting and Innovation.

Creating Opportunities

The Smartmap Expo, initiated by TRIDEC in 2003, has become the Premier Manufacturing Networking Event in the Pacific Northwest, creating opportunities, not only for manufacturing companies throughout Washington, but especially in the greater Tri-Cities.

- ✓ The 11th Annual Smartmap Expo will be held September 25 and 26 at the TRAC Center, Pasco.
- ✓ The 2013 theme is, "The Magic of Manufacturing", a new, creative approach focused on the impact manufacturing has on people's lives, economies and communities.
- ✓ The Smartmap Expo Tour offers an opportunity for local and regional manufacturers to tour a local manufacturing company's facilities, receiving presentations on the host company's history and business model and network with participating manufacturers. ATI Metals in Richland was the host of the 2012 Tour.
- ✓ A new event for 2013 is The Magic of Manufacturing Reception & Dinner, featuring the nationally known, and very cool, Jeremy Bout, Host/Executive Producer of The Edge Factor, www.edgefactor.com. Presented at the Dinner will be the Smartmap Expo Manufacturer of the Year and Exporter of the Year.
- ✓ The Smartmap Expo will again incorporate another TRIDEC event, GLAM (Girls Learning About Manufacturing), in partnership with Columbia Basin College. This very successful event provides a "hands-on" experience designed to get high school aged girls interested in manufacturing as a career choice.
- ✓ The Smartmap Expo will again be partnering with Columbia Basin College, Tri-Tech Skills Center and Washington State University to present Careers in Manufacturing. Careers is

designed to present manufacturing as a career choice to high school aged boys and girls, including one-on-one visits with local manufacturers.

- ✓ A Smartmap Expo representative will be attending the Northwest Machine Tool Expo, Portland, Oregon to recruit exhibitors to the Smartmap Expo 2013.

Local Business Visitations

A TRIDEC representative will visit companies in Benton and Franklin Counties, often with Michael Schneider or Patric Sazama, Account Managers, Impact Washington.

SMALL BUSINESS DEVELOPMENT CENTER (SBDC)

While the CARE program focuses on manufacturing businesses, the SBDC is the TRIDEC resource for providing management assistance to small businesses, companies with fewer than 500 employees. Housed in TRIDEC's offices, the SBDC is a partnership with Columbia Basin College, Washington State University and the U.S. Small Business Administration. The Center offers a host of services designed to help grow businesses, achieve higher profits and improve operations. The program is a platform for clients to access private sector resources, the educational community, federal, state and local governments, and is a major component in providing business advisory services.

The SBDC is a champion of Economic Gardening and its potential impact on entrepreneurship and small business success. Economic Gardening uses secondary market research, marketing plan development, and financial management training to help small businesses survive and expand.

Business stability and growth, new job creation, and generation of new investments in the community represent expected outcomes of the Washington Small Business Development Center Network. Most recently, the SBDC is emphasizing international trade education, driven by Federal and state international trade development initiatives. Subjects include marketing and sales, logistics, finance and banking, export documentation and compliance, and international risk management.

All TRIDEC staff will continue recommending the SBDC resource, and ensure that the services from all four programs are offered as appropriate.



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: SOLID WASTE COLLECTION FRANCHISE AGREEMENTS FOR THE QUEENSGATE ANNEXATION

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the attached Solid Waste Collection Agreements with Waste Management of Washington, Inc., Basin Disposal, Inc. and Ed's Disposal, Inc.

Summary:

In August, 2012 the City annexed approximately fifty-one acres near Queensgate Drive and Columbia Park Trail by adopting Ordinance No. 24-12. Section 1.07 of the ordinance directs the City to negotiate solid waste franchise agreements to satisfy the requirements of State law. The attached agreements with Waste Management of Washington, Inc. (WMW), Basin Disposal, Inc. (BDI) and Ed's Disposal, Inc. (Ed's) fulfill the intent of Section 1.07.

The agreements allow WMW, BDI, and Ed's to continue solid waste collection services in the annexed area for a period of ten years, according to the service terms and rates regulated by the Washington State Utilities and Transportation Commission. After the ten-year period expires, the City may elect to begin services by its Solid Waste Utility or by contracting with another service provider.

The agreements require WMW, BDI, and Ed's to pay City utility taxes. They also enable the City to add fees or charges to be collected by the solid waste collection companies and paid to the City. Staff intends to propose an ordinance to Council adding a residential landfill surcharge to residential solid waste bills serviced by the companies. The surcharge would collect an amount equal to the amount included in the City's Solid Waste Utility rates that subsidizes Richland residential reduced rates at the landfill.

The agreements include a process whereby the City or the companies can provide or introduce new collection services not currently provided by the companies through their state-regulated permits, such as the blue can recycling service. This provision was included to enable customers in the annexed area to receive services similar to those provided by the City's Solid Waste Utility.

The agreements preserve the status quo for most developed properties in the annexed area. There is one property currently receiving service from the City's Solid Waste Utility. To comply with the agreements City staff will inform this customer of the requirement to transition service to one of the companies and work with them to make the transition smooth.

The agreements are not identical, as each company used legal advice that recommended slightly different terms. Staff believes the agreements are sufficiently similar that neither company or customers will experience different conditions.

Fiscal Impact?

☒ Yes ☐ No

There will be minor changes in City revenue associated with these agreements. City utility tax collections will increase as additional development occurs and Solid Waste Utility revenue may increase if customers choose to add City recycling services. Solid Waste revenues and expenses will decrease with the transition of the one customer to another company.

Attachments:

- 1) Collection Transition Agreement - BDI and Eds
- 2) Collection Transition Agreement - Waste Management

City Manager Approved:

Johnson, Cindy
Apr 12, 10:55:41 GMT-0700 2013

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

Queensgate Drive Annexation

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

RECITALS

WHEREAS by Ordinance No. 24-12, dated August 21, 2012 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Queensgate Drive Annexation** (the “Annexed Territory”);

WHEREAS BDI holds Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

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

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

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

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

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

WHEREAS the City, BDI and Ed's agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a seven year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to BDI and Ed's the exclusive right (shared with WMW in overlapping territory) to collect MSW from residential, commercial and industrial customers within the Annexed Territory during the Transition Period (as defined herein);

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

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **April 29, 2023**. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed's for any and all measurable damages BDI and Ed's have incurred as a result of the annexation and cancellation of their MSW collection business within the Annexed Territory.

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

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

4. Rates and Compensation. BDI and Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed's customer's located within BDI and Ed's Certificates G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

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

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

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on BDI and

Ed's Collection Services within the Annexed Territory, the City shall notify BDI and Ed's a minimum of THIRTY (30) days before the taking effect of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to BDI and Ed's WUTC Tariffs, BDI and Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF RICHLAND

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

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk


APPROVED AS TO FORM:

By: _____
Name: Thomas O. Lampson
Title: City Attorney

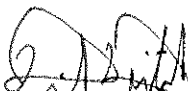
Attachments:

Exhibit A - Ordinance No. 24-12

BASIN DISPOSAL, INC.

By: 
Name: Darrick Dietrich
Title: President
Date: April 11th, 2013

ED'S DISPOSAL, INC.

By: 
Name: Darrick Dietrich
Title: President
Date: April 11th, 2013

APPROVED AS TO FORM:

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

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

CITY OF RICHLAND

BASIN DISPOSAL, INC.

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

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

ATTEST

ED'S DISPOSAL, INC.

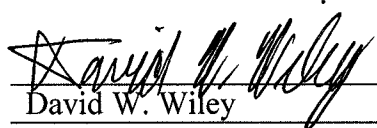
By: _____
Name: Marcia Hopkins
Title: City Clerk

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Thomas O. Lampson
Title: City Attorney

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

Attachments:

Exhibit A - Ordinance No. 24-12



WHEN RECORDED RETURN TO:

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

PID# 1-2298-202-0001-009, PID# 1-2298-202-0002-002, PID# 1-2298-202-0002-003,
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PID# 1-2298-201-2809-001, PID# 1-2298-201-2809-002, PID# 1-2298-201-2683-001,
PID# 1-2298-201-2683-002, PID# 1-2298-201-2683-003

ORDINANCE NO. 24-12

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 51 acres of land located within a county island along Queensgate Drive, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent from the owners of more than ten percent in value of the real property legally described in Exhibit A attached hereto, to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on the fifth day of October, 2010 between the initiating parties of this annexation and the Council of the City of Richland, at which time

the Council passed Resolution No. 60-10, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution 60-10 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designations for the areas proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board on September 2, 2011; Jurisdiction of the boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on October 21, 2011 and

WHEREAS, on November 1, 2011, Council passed Resolution No. 72-11, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

WHEREAS, the Richland Planning Commission held a public hearing on December 21, 2011 to consider appropriate zoning designations for the proposed annexation area; and

WHEREAS, a petition was circulated and signed by owners of not less than 60% in value, according to the assessed valuation for general taxation, of the property to be annexed; and

WHEREAS, the City Council held a public hearing to consider the annexation on July 17, 2012, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

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

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

Section 1.01. The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area")

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance 26-97, shall serve as the comprehensive plan for the Annexed Area. All

properties within the annexation shall be designated as "commercial" under the land use map that is part of the comprehensive plan.

Section 1.03 The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 1.04 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 47 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

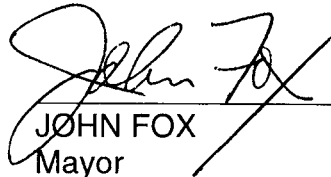
Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be a combination of CW – Commercial Winery, C-2 – Retail Business, C-3 General Business and AG – Agricultural, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 1.06 The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach amended sectional maps and additional sectional maps as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 1.07 As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that complies with the City's Solid Waste Management Plan.

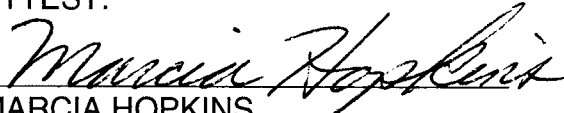
Section 1.08 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 21 day of August, 2012.



JOHN FOX
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

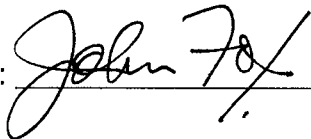
Date Published:  August 26, 2012

Exhibit A
Legal Description of the Annexed Area

A portion of the Northwest ¼ of Section 22, Township 9 North, Range 28 East, W.M., Benton County Washington, described as follows:

A portion of the Plat of Badger Heights Subdivision as recorded in Volume 5 of Plats on Page 11, as recorded under Auditors File No. 317551, records of said County and State, more particularly described as follows:

Lot 9 Block 1 of said Plat.
PID# 1-2298-202-0001-009

Together with: Lots 2, 3, 5, 6, 7, and Lots 10, through 15 of Block 2 of said Plat.

PID# 1-2298-202-0002-002
PID# 1-2298-202-0002-003
PID# 1-2298-202-0002-005
PID# 1-2298-202-0002-006
PID# 1-2298-202-0002-007
PID# 1-2298-202-0002-010
PID# 1-2298-202-0002-011
PID# 1-2298-202-0002-012
PID# 1-2298-202-0002-013
PID# 1-2298-202-0002-014
PID# 1-2298-202-0002-015

Together with: Lots 1, through 8 of Block 3 of said Plat.

PID# 1-2298-202-0003-001
PID# 1-2298-202-0003-002
PID# 1-2298-202-0003-003
PID# 1-2298-202-0003-004
PID# 1-2298-202-0003-005
PID# 1-2298-202-0003-006
PID# 1-2298-202-0003-007
PID# 1-2298-202-0003-008

Together with: Lots, 11 and Lots 13 through 15 of Block 3 of said Plat.

PID# 1-2298-202-0003-011
PID# 1-2298-202-0003-013
PID# 1-2298-202-0003-015

Together with: Lot 1 of Block 4 of said Plat.

PID# 1-2298-202-0004-001

Together with: Lots 1 and 2 of Short Plat No. 2809 as recorded in Volume 1 of Short Plats on Page No. 2809, records of said County and State.

PID# 1-2298-201-2809-001

PID# 1-2298-201-2809-002

Together with: Lots 1 through 3 of Short Plat No. 2683 as recorded in Volume 1 of Short Plats on Page No. 2683, records of said County and State.

PID# 1-2298-201-2683-001

PID# 1-2298-201-2683-002

PID# 1-2298-201-2683-003

Together with: with the portions of vacated right-of-way established County Resolutions No. 05-106 and No. 08-865 and as described by County Resolution recorded under Auditors File No. 91-16685, lying within the proposed annexation boundary, records of said County and State.

Together with: the following portions of public right-of-way that have not been previously annexed by The City of Richland:

That portion of Queensgate Drive, lying within the Northwest $\frac{1}{4}$ of said Section 22, Township 9 North, Range 28 East, lying Southerly of City of Richland Annexation Ordinance No. 49-95.

That portion of Jericho Road and Jericho Court lying within the Northwest $\frac{1}{4}$ of said Section 22, Township 9 North, Range 28 East, Lying Westerly of Queensgate Drive right-of-way.

That portion of Columbia Park Trail, lying within the Northwest $\frac{1}{4}$ of said Section 22, Township 9 North, Range 28 East, Lying Easterly of Queensgate Drive right-of-way, and Westerly Lot 2 of Block 4 of said Plat of Badger Heights Subdivision.

That portion of Windmill Road and Tulip Lane lying within the Northwest $\frac{1}{4}$ of said Section 22, Township 9 North, Range 28 East, Lying Northerly of Columbia Park Trail right-of-way.

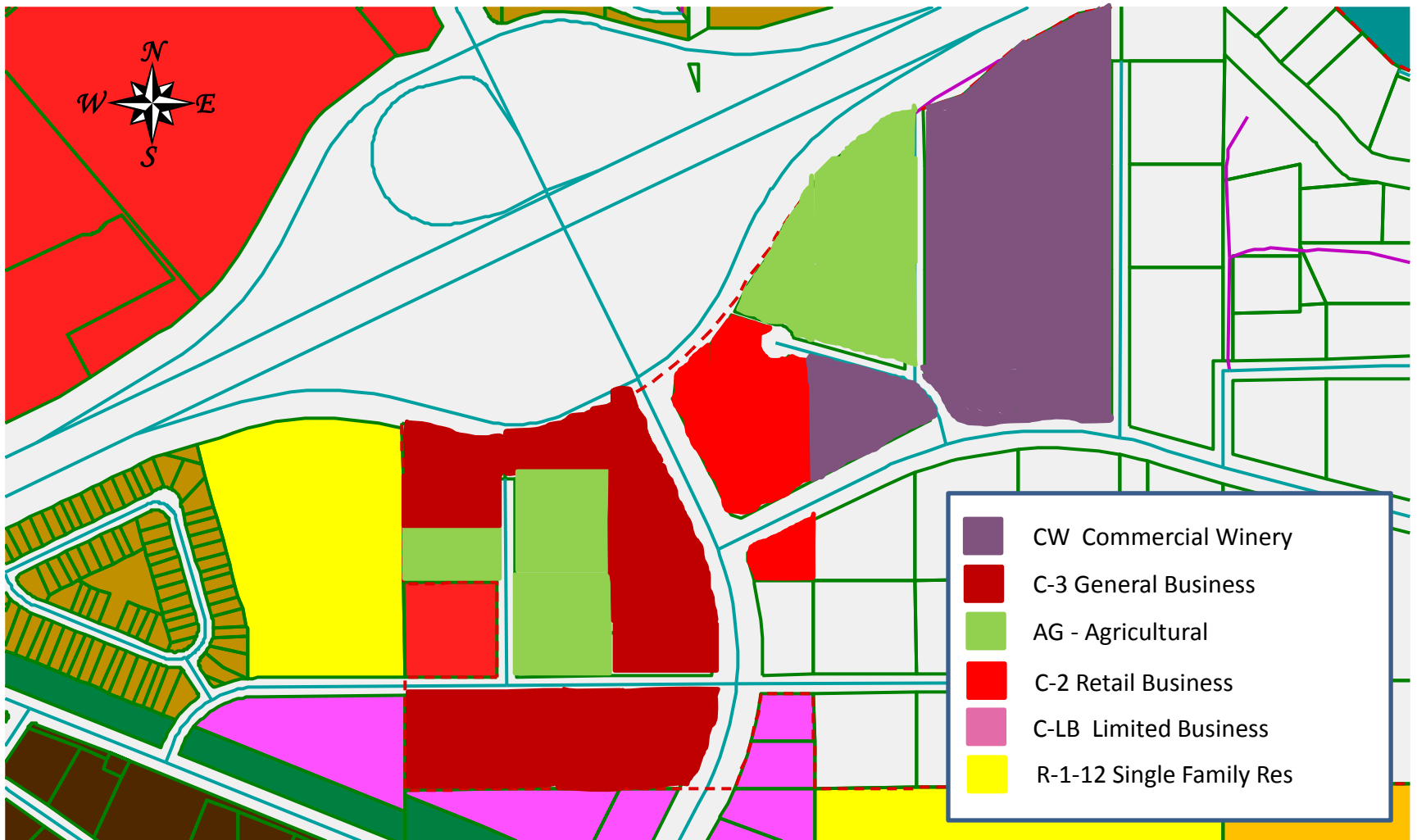


EXHIBIT B – ZONING DESIGNATIONS FOR ANNEXATION AREA

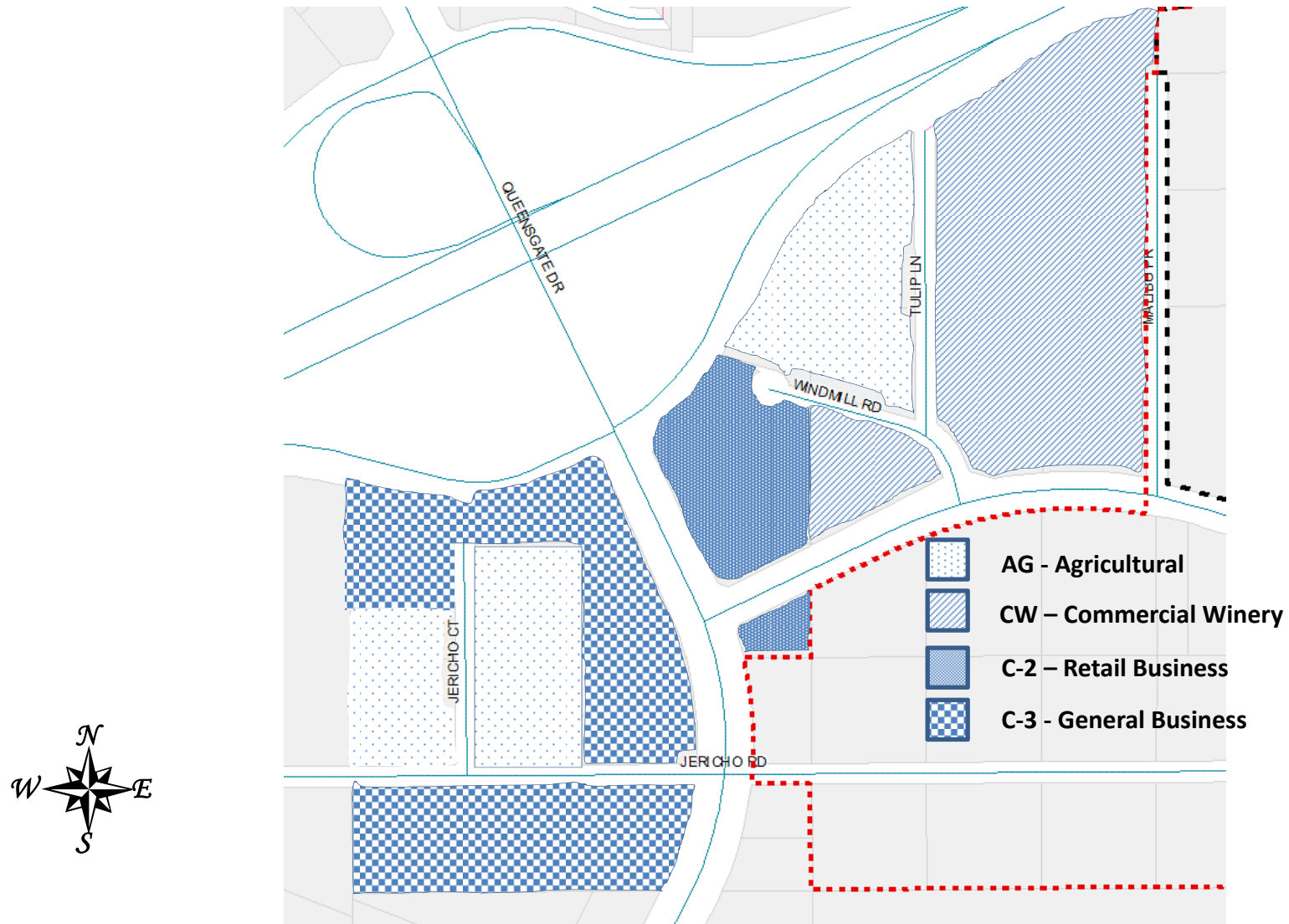


Exhibit B – Zoning Designations for Annexation Area

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

Queensgate Drive Annexation

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

RECITALS

WHEREAS by Ordinance No. 24-12, dated August 21, 2012 (the "Ordinance") and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Queensgate Drive Annexation** (the "Annexed Territory");

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

WHEREAS Basin Disposal, Inc. ("Basin Disposal") holds Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

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

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

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

WHEREAS in addition to the requirement to grant to WMW a 7-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to WMW a right of action to recover any measurable damages resulting from the City's decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and WMW agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a 7-year franchise and the waiver of any claims for

measureable damages, by entering into this Agreement to grant to WMW the exclusive right (shared with Basin Disposal and Ed's Disposal) to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (as defined herein);

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

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on April 29, 2023, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the 7-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its MSW collection business within the Annexed Territory.

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

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

4. Rates and Compensation. WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customer's located within WMW's G-237 service territory in Benton County (the "WUTC Tariff"), subject to the following adjustments:

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

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

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on WMW's Collection Services within the Annexed Territory, the City shall notify WMW of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to WMW's WUTC Tariff, WMW shall adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

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

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

7.2. if WMW does not offer similar services under its WUTC Tariff, pursuant to written agreement between the Parties.

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

8. Billing. WMW shall be responsible for billing its residential and commercial customers within the Annexed Territory for the Collection Services. WMW shall bill its customer consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

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

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

11. Transition of WMW's Collection Services to City. After the end of the Transition Period,

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

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

11.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its MSW collection business within the Annexed Territory; and

11.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its MSW collection business within the Annexed Territory.

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

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for MSW collection or provide MSW collection itself within the Annexed Territory pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

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

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

15. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

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

If to WMW:	Waste Management of <u>Washington, Inc.</u> <u>720 Fourth Avenue, Suite 400</u> <u>Kirkland, WA 98033-8136</u> Director of Public Sector Attention: <u>Services</u>	If to City:	<u>City of Richland</u> <u>505 Swift Boulevard, MS-26</u> <u>Richland, Washington 99352</u> Pete Rogalsky, Attention: <u>Public Works Director</u>
---------------	--	----------------	--

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

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

19. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter.

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

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

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

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

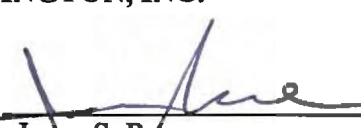
* * *

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

CITY OF RICHLAND

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

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

By:  _____
Name: Jason S. Rose
Title: Vice President
Date: 4/9/13

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Thomas O. Lampson
Title: City Attorney

By:  _____
Name: Andrew M. Kenefick
Title: Senior Legal Counsel

Attachments:
Exhibit A - Ordinance No. 24-12

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190 MS-05
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WHEREAS, a meeting was held on the fifth day of October, 2010 between the initiating parties of this annexation and the Council of the City of Richland, at which time

the Council passed Resolution No. 60-10, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

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

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

Section 1.01. The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area")

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance 26-97, shall serve as the comprehensive plan for the Annexed Area. All

properties within the annexation shall be designated as "commercial" under the land use map that is part of the comprehensive plan.

Section 1.03 The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 1.04 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 47 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be a combination of CW – Commercial Winery, C-2 – Retail Business, C-3 General Business and AG – Agricultural, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 1.06 The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach amended sectional maps and additional sectional maps as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 1.07 As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that complies with the City's Solid Waste Management Plan.

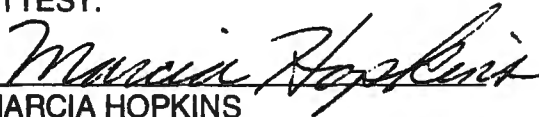
Section 1.08 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 21 day of August, 2012.



JOHN FOX
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

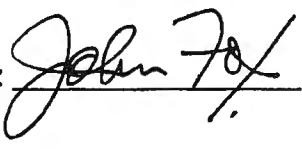
Date Published:  August 26, 2012

Exhibit A
Legal Description of the Annexed Area

A portion of the Northwest ¼ of Section 22, Township 9 North, Range 28 East, W.M., Benton County Washington, described as follows:

A portion of the Plat of Badger Heights Subdivision as recorded in Volume 5 of Plats on Page 11, as recorded under Auditors File No. 317551, records of said County and State, more particularly described as follows:

Lot 9 Block 1 of said Plat.

PID# 1-2298-202-0001-009

Together with: Lots 2, 3, 5, 6, 7, and Lots 10, through 15 of Block 2 of said Plat.

PID# 1-2298-202-0002-002

PID# 1-2298-202-0002-003

PID# 1-2298-202-0002-005

PID# 1-2298-202-0002-006

PID# 1-2298-202-0002-007

PID# 1-2298-202-0002-010

PID# 1-2298-202-0002-011

PID# 1-2298-202-0002-012

PID# 1-2298-202-0002-013

PID# 1-2298-202-0002-014

PID# 1-2298-202-0002-015

Together with: Lots 1, through 8 of Block 3 of said Plat.

PID# 1-2298-202-0003-001

PID# 1-2298-202-0003-002

PID# 1-2298-202-0003-003

PID# 1-2298-202-0003-004

PID# 1-2298-202-0003-005

PID# 1-2298-202-0003-006

PID# 1-2298-202-0003-007

PID# 1-2298-202-0003-008

Together with: Lots, 11 and Lots 13 through 15 of Block 3 of said Plat.

PID# 1-2298-202-0003-011

PID# 1-2298-202-0003-013

PID# 1-2298-202-0003-015

Together with: Lot 1 of Block 4 of said Plat.
PID# 1-2298-202-0004-001

Together with: Lots 1 and 2 of Short Plat No. 2809 as recorded in Volume 1 of Short Plats on Page No. 2809, records of said County and State.
PID# 1-2298-201-2809-001
PID# 1-2298-201-2809-002

Together with: Lots 1 through 3 of Short Plat No. 2683 as recorded in Volume 1 of Short Plats on Page No. 2683, records of said County and State.
PID# 1-2298-201-2683-001
PID# 1-2298-201-2683-002
PID# 1-2298-201-2683-003

Together with: with the portions of vacated right-of-way established County Resolutions No. 05-106 and No. 08-865 and as described by County Resolution recorded under Auditors File No. 91-16685, lying within the proposed annexation boundary, records of said County and State.

Together with: the following portions of public right-of-way that have not been previously annexed by The City of Richland:

That portion of Queensgate Drive, lying within the Northwest ¼ of said Section 22, Township 9 North, Range 28 East, lying Southerly of City of Richland Annexation Ordinance No. 49-95.

That portion of Jericho Road and Jericho Court lying within the Northwest ¼ of said Section 22, Township 9 North, Range 28 East, Lying Westerly of Queensgate Drive right-of-way.

That portion of Columbia Park Trail, lying within the Northwest ¼ of said Section 22, Township 9 North, Range 28 East, Lying Easterly of Queensgate Drive right-of-way, and Westerly Lot 2 of Block 4 of said Plat of Badger Heights Subdivision.

That portion of Windmill Road and Tulip Lane lying within the Northwest ¼ of said Section 22, Township 9 North, Range 28 East, Lying Northerly of Columbia Park Trail right-of-way.

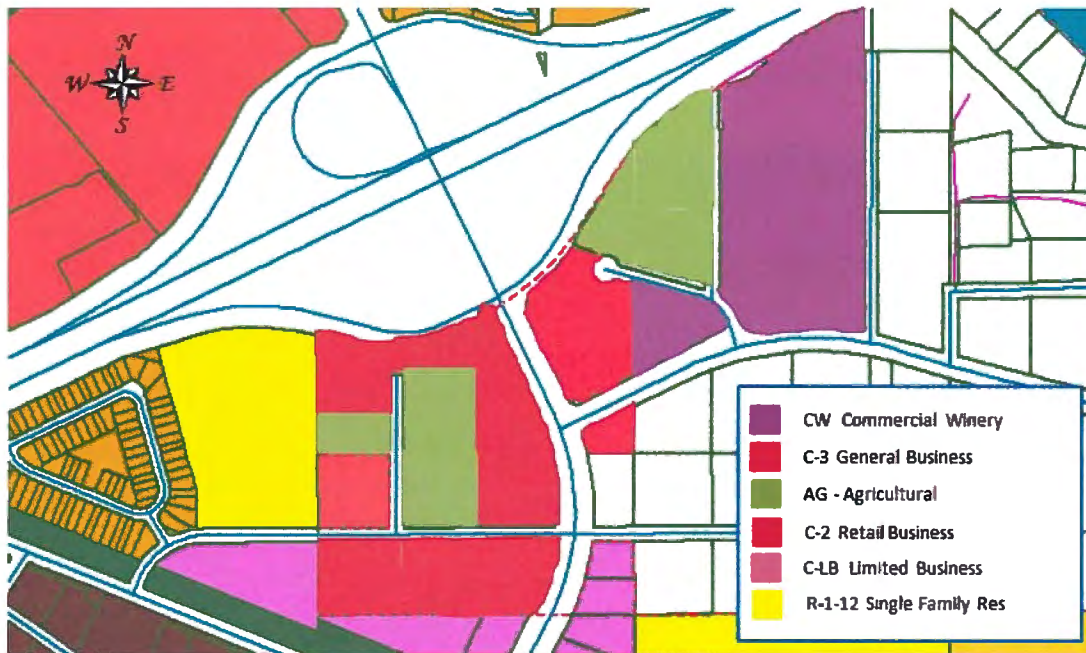


EXHIBIT B – ZONING DESIGNATIONS FOR ANNEXATION AREA

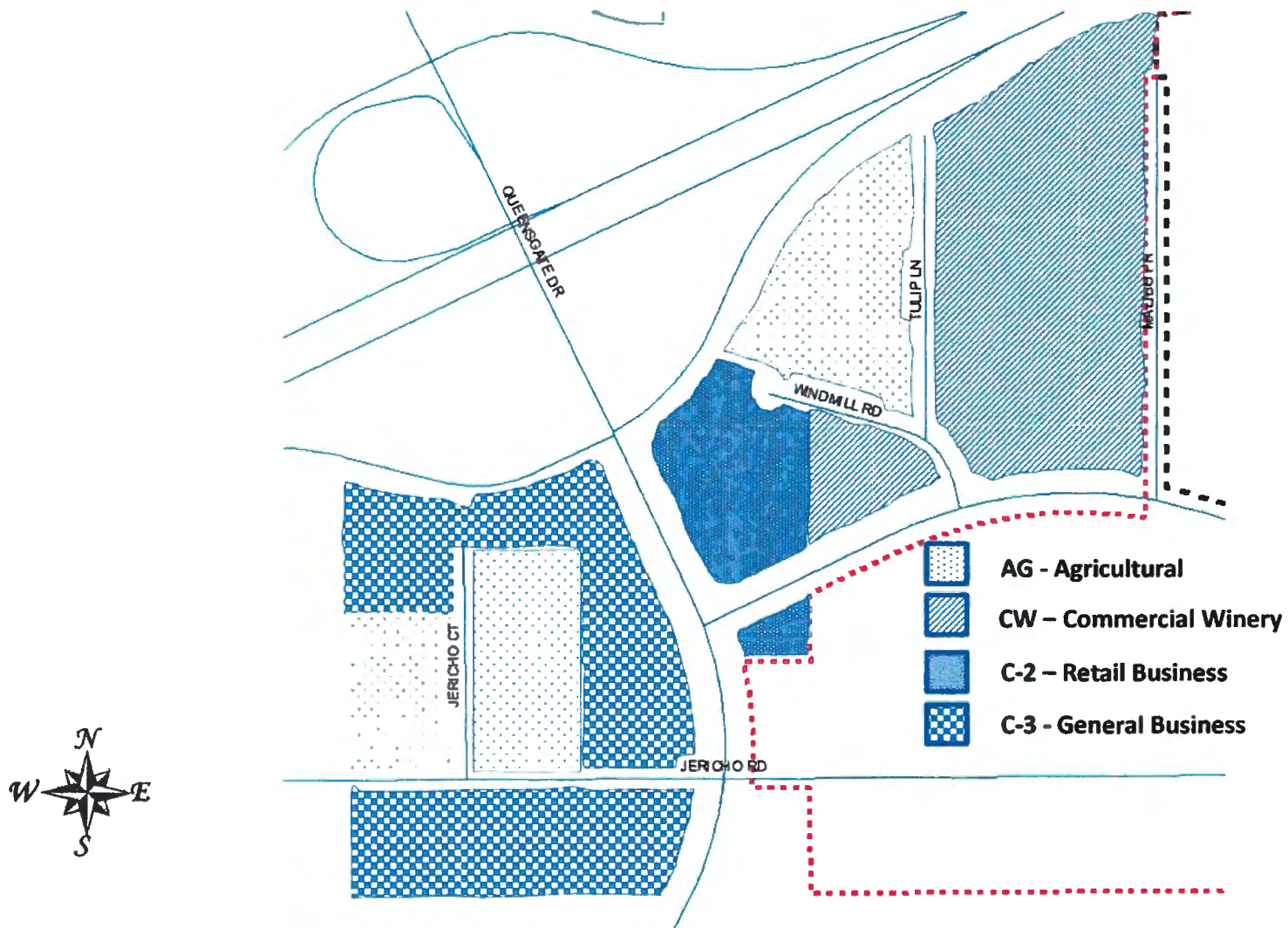


Exhibit B – Zoning Designations for Annexation Area



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: SOLID WASTE HANDLING FRANCHISE AGREEMENT RELATING TO PAST ANNEXATIONS

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the attached Solid Waste Handling Franchise Agreement with Basin Disposal, Inc. and Ed's Disposal, Inc.

Summary:

The Washington State Utilities and Transportation Commission (UTC) regulates utility services and rates for private utility services, including solid waste collection. The UTC grants permits to private garbage haulers that specify the geographic limits of each hauler's service territory. There are three UTC-authorized solid waste haulers whose service areas overlap the City's Urban Growth Area. They are Waste Management, Basin Disposal, and Ed's Disposal.

Richland Municipal Code Section 15.04.010 asserts City control over solid waste handling within the City. This authority is enabled by State law granting cities the authority to contract for or perform solid waste handling on the City's own authority, without oversight by the UTC.

State law includes required procedures for removing local government annexed properties from the UTC-issued permits. The procedures involve the local government authorizing continued private hauler service to the affected area for a period of at least seven years. The City's past administration of the state requirements has been inconsistent.

The attached agreement would resolve all issues related to annexations prior to 2012 by granting authority for Basin Disposal, Inc. and Ed's Disposal, Inc. to continue providing service in annexed areas where they have current customers and in the Badger South annexed area. Basin and Ed's authority to serve these areas would expire ten years after the annexation date affecting each area. The City would continue service to areas that it is currently servicing. The terms of Basin and Ed's service would be the same as their current services regulated by the UTC.

Staff is prepared to administer future annexations as required by state law. The agreements for last year's Queensate area annexation, presented on tonight's agenda, represent the template for future annexations.

Fiscal Impact?

☒ Yes ☐ No

There will be minor changes in Solid Waste Utility revenues and expenses due to transition of less than five customers between City service and Basin or Ed's service.

Attachments:

1) BDI and Eds Settlement & Franchise Agreement

City Manager Approved:

Johnson, Cindy
Apr 12, 10:56:01 GMT-0700 2013

CITY OF RICHLAND, WASHINGTON
SOLID WASTE HANDLING FRANCHISE AGREEMENT

This SOLID WASTE HANDLING FRANCHISE AGREEMENT (the “Agreement”) is dated for reference purposes the ____ day of ____, 2013. The Parties agree as follows:

1. Parties. The Parties to this Agreement are:
 - a. The City of Richland, Washington (“City”); and
 - b. Basin Disposal, Inc. (“BDI”)
 - c. Ed’s Disposal, Inc. (“Ed’s”)

2. Purpose. The Parties enter into this Agreement to settle all claims, counterclaims and controversies among them arising out of the City’s annexations prior to the date of this Agreement, such annexations being listed in Exhibit A. This Agreement also grants to BDI and Ed’s a franchise to operate within the City, as set forth herein.

3. Mutual General Releases. BDI and Ed’s hereby release the City and the Additional Released Parties described below from all Released Claims.
 - a. “Released Claims” means any and all claims, demands, causes of action, actions, rights liabilities, contract obligations, damages, attorney fees, costs, torts, suits, debts, sums of money, accountings, reckonings, bills, covenants, controversies, agreements, promises, variances, trespasses, extents and executions whatsoever, at law or in equity or otherwise, whether direct or indirect, known or unknown, which the releasing party now owns or holds, or has at any time heretofore owned or held, or may in the future own or hold, against the persons and entities it is releasing or any of them, in any capacity, which relate in any way to the City’s annexations prior to the date of this Agreement and the termination of BDI and Ed’s authority to operate under Washington Utilities and Transportation Commission certificates in areas annexed by the City prior to the date of this Agreement.
 - b. “Released Claims” includes, without limitation, all rights of action, claims and counterclaims alleged or that could have been alleged (including without limitation any claims to or measurable damages under RCW 35A.14.900, RCW 35.02.160 or RCW 35.13.280; claims under chapter 81.77 RCW; and, claims related to the termination and/or reduction of BDI and Ed’s business in the City).
 - c. These releases shall not extend to any claims that arise out of this Agreement or out of any of the other documents executed or delivered pursuant to this Agreement.
 - d. These releases extend to and inure to the benefit of the Parties hereto and the following Additional Released Parties: all of the parties’ past and present shareholders, officers, directors, agents, employees, representatives, attorneys, parents, subsidiaries, affiliates, predecessors, successors, transferees, assigns and related entities thereof, and all past and present shareholders,

officers, directors, agents, employees, representatives and attorneys of any of said persons and entities.

e. Each of the Parties represent and warrant that it has full right, power and authority to enter into these releases, that it owns or has the right to release each and all of the Released Claims that it purport to release, and that the Party has not transferred any interest in any Released Claims to any third party.

f. The Parties represent, warrant and agree: (i) that they understand they are releasing potentially unknown claims; (ii) that these releases are fairly and knowingly made; (iii) that they are aware that they have limited knowledge with respect to certain of the Released Claims; and (iv) that EACH PARTY HAS ASSUMED THE RISK OF ANY MISTAKES OF FACT OR LAW IT HAS MADE IN ENTERING INTO THIS AGREEMENT AND HAS WAIVED ANY FUTURE CLAIMS THAT IT OPERATED UNDER ANY MISTAKE OF FACT OR LAW IN ENTERING INTO THIS AGREEMENT.

4. Acknowledgements and Recitals. The parties acknowledge the following:

- a. The City's annexations, listed in Exhibit A, have reduced BDI's and Ed's service area identified in operating certificates G-118 and G-110 as issued by the Washington State Utilities and Transportation Commission (Certificates).
- b. The City did not make notifications under RCW 35.13.280 for some of its annexations.
- c. The City did not initiate actions to resolve the impact of its annexation on the Certificates as provided by RCW 35.13.280.
- d. The City took no action following annexation to prevent BDI and Ed's from continuing existing services or from operating under its Certificate.
- e. BDI and Ed's took no action to assert its Certificates within the areas annexed by the City.
- f. The total number of active services in all of the annexations listed in Exhibit A at the time of annexation was less than ten (10) single family residential services. Land development activity made feasible by City annexation subsequently added services in some annexation areas. City Annexation Ordinance No. 09-07A resulted in relocation of commercial services from properties outside the City to the annexed area.
- g. The City's municipal code asserts exclusive authority over solid waste handling services, including requiring mandatory service, rate setting, and service levels. BDI and Ed's continued authority to operate within the City is pursuant to this Agreement.

5. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate no sooner than one hundred twenty months from the effective date of ordinances identified in no. 6 below. For the area annexed by Ordinance 19-06, the Transition Period shall terminate on Saturday, July 2, 2016. For the area annexed by Ordinance 25-09, the Transition Period shall terminate on Saturday, August 31, 2019. For the area annexed by Ordinance 41-10, the Transition Period shall terminate on Saturday, January 2, 2021.

The transition period for each area may be extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed's for any and all measurable damages BDI and Ed's have incurred as a result of the annexation and cancellation of their Municipal Solid Waste (MSW) collection business within the Annexed Territory.

6. Grant of Exclusive Franchise. This Agreement grants BDI and Ed's a City franchise ("Franchise") to operate solid waste handling services in the areas annexed to the City under Annexation Ordinances 19-06, 25-09, and 41-10 ("Annexed Territory"). Except with respect to Waste Management (WMW) (as discussed in Section 7 below), the City hereby grants to BDI and Ed's the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territory.

- a. Properties annexed through ordinances listed in Appendix A, but not included in the Annexed Territory described above, are hereby removed from BDI and Ed's Certificates. The City will continue exclusive service to these areas.

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

8. Rates and Compensation. BDI and Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed's customers located within BDI and Ed's Certificates G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

- a. BDI and Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to BDI and Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and
- b. BDI and Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to BDI and Ed's Collection Services within the Annexed Territory.

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

10. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within their Certificate No.'s. G-118 and G-110 territory in Benton

County. In the event that the WUTC approves revisions to BDI and Ed's WUTC Tariffs, BDI and Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

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

- a. consistent with the rates under its WUTC Tariff; or
- b. if BDI and Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

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

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

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

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

15. Transition of BDI and Ed's Collection Services to City. After the end of the Transition Period as defined in no. 5 above:

- a. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or providing MSW collection itself;
- b. unless otherwise agreed to in writing by the Parties, BDI and Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;
- c. BDI and Ed's acknowledge that by entering into this franchise, they intend to waive all claims under RCW 35.13.280, including those for measurable damages which waiver shall be fully effective immediately after the expiration of the transition period.

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

16. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area pursuant to RCW 81.77.020, and commence services as described in no. 5 above. As required by WAC 480-70-141 (3), BDI and Ed's shall be responsible for notifying the WUTC that BDI and Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

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

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

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

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

If to BDI and Ed's:

Basin Disposal, Inc.
P.O. Box 3850
Pasco, WA 99302-3850

Attention: Darrick Dietrich, President

If to City:

City of Richland
505 Swift Boulevard, MS-26
Richland, WA 99352
Pete Rogalsky, Public Works

Attention: Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed to be effective as of the date first above mentioned.

Basin Disposal, Inc.

By: [Signature]
Name: Darrick Dietrich
Title: President
Date: April 11th, 2013

Ed's Disposal, Inc.

By: [Signature]
Name: Darrick Dietrich
Title: President
Date: April 11th, 2013

City of Richland

By: _____
Name: CYNTHIA D. JOHNSON
Title: City Manager
Date: _____

Attest: _____
Name: MARCIA HOPKINS
Title: City Clerk
Date: _____

APPROVED AS TO FORM:

By: _____
Name: THOMAS O. LAMPSON
Title: City Attorney

Appendix A

Ord #	Annexation	Date
2010		
41-10	Ordinance Approving the Annexation of Badger Mountain South Area (Passage) (KING)	12/7/10
2009		
25-09	Request for Annexation of 3.2 Acres of Property at 135-139 Meadow Hills Dr. (Simon-KING)	8/4/09
2007		
09-07	Ordinance Approving Department of Energy Annexation	3/20/07
09-07A	Ordinance Correcting Department of Energy Annexation (eff. 5/31/07)	5/1/07
2006		
19-06	Ordinance Approving Sterling Annexation	6/20/06
25-06	Ordinance Approving Colley Annexation	8/1/06
2005		
31-05	Ordinance Annexing Westcliffe Park Site	9-20-05
2004		
01-04	Ordinance Approving Shockley Road Area Annexation	1/13/04
15-04	Ordinance Approving Penttila/Katzaroff Annexation	6/1/04
42-04	Ordinance Approving Crosby/Ward Annexation	11/16/04
2003		
02-03	Ordinance Approving Bauder Annexation	1/7/03
09-03	Ordinance Approving Gulley Annexation	3/18/03
24-03	Ordinance Approving Ford Annexation	6/17/03
2000		
5-00	Powers Annexation	1-18-00
16-00	Watts Annexation Approval	5-16-00
22-00	Bauder Annexation	7-11-00
23-00	Ellison Annexation	7-11-00
1999		
4-99	Approve Annexation of Hanford 1100 Area	1-19-99
13-99	<i>Zoning Designation for Hanford 1100 Area Annexation</i>	3-16-99
41-99	Zoning and Annexing Bauder Property	8-3-99
1995		
15-95	Annexation of land near Kennedy Road	3-20-95
21-95	Annexation of Comprehensive Plan Designations & Zoning Westermeyer et al	6-5-95
39-95	Stallings Annexation	11-6-95
49-95	Hills Mobile Home Park Annexation	12-18-95
1994		
7-94	Zone Amendment to C-1 (Donna Bauder	3-7-94
8-94	Annexation - Westcliffe	3-7-94
9-94	Annexation - Meadow Hills No. 2	3-7-94
28-94	Annexation re: Etter-Gulley	6-20-94



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AGREEMENT WITH AIR-TIGHT REMODELING 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 Air-Tight Remodeling 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 efficiency 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. Air-Tight Remodeling of Richland, 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 and introduction to energy efficiency staff. The one-time fee is intended to cover administrative costs. Contractors must maintain their licenses, bonding and meet other program requirements in order to remain on the list.

After approval by City Council, contractor names are placed on a reference list. Utility customers inquiring about qualified contractors are provided this list of approved contractors. Utility staff makes no recommendations to customers about one contractor compared to another.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Agreement

City Manager Approved:

Johnson, Cindy
Apr 11, 13:17:05 GMT-0700 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 Air-Tight Remodeling, 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:

Bryan Christensen
Air-Tight Remodeling
125 Cottonwood Drive
Richland, WA 99352
Business Phone: (509) 440-2917
Business Fax: (509) 943-6399
Contact Email: bryan.airtight@gmail.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

AIR-TIGHT REMODELING

Cynthia D. Johnson, City Manager



Authorized Representative Signature

Date

Bryan Christensen

Print Name of Representative

APPROVED AS TO FORM:

4/1/13

Date

Thomas O. Lampson, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2013

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 Phone: (509) 735-4703 Fax: (509) 735-4357

STEVE SHOEMAKER INSURANCE

4206 W 24TH AVE STE 104

KENNEWICK WA 99338

CONTACT NAME: JANET R NAIL

PHONE (A/C, No, Ext): (509) 735-4703

FAX (A/C, No): (509) 735-4357

E-MAIL: janet@ssins.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Contractors Bonding and Insurance Company

INSURER B: The Phoenix Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

CHRISTENSEN, BRYAN

DBA AIR-TIGHT REMODELING

125 COTTONWOOD DRIVE

RICHLAND WA 99352

COVERAGES

CERTIFICATE NUMBER: 27750

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 CERTIFICATION 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			G11FD3258	06/03/12	06/03/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED. EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			BA5A180353	08/04/12	08/04/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						OTH ER \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Richland
PO Box 190
Richland WA 99352

Attention:

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

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.

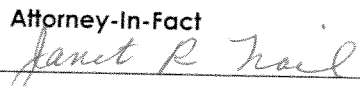
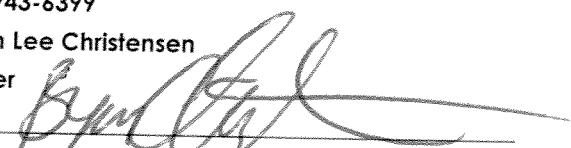
NOW, THEREFORE, We, the undersigned Contractor, as principal, and undersigned Surety, a corporation organized and existing under and by virtue of the laws of the State identified below, and duly authorized to do a Surety business in the State of Washington, as Surety, are held and firmly bound unto the 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:	9816313
Surety Name:	Lexon Insurance Company
Surety Mailing Address:	Louisville, KY
Surety Phone Number:	509-735-4703
Date this Performance Bond Effective:	04/05/2013
Date this Performance Bond Expires:	04/15/2014 <input type="checkbox"/> Or Continuous Until Cancelled
State Surety Organized and Existing:	Texas
Surety Officer Name (Print):	Janet R Nail
Surety Officer Title:	Attorney-In-Fact
Surety Officer Signature:	
Surety Officer Endorsement Date:	04/05/2013
City Authorized Contractor Name:	Bryan Lee Christensen dba Air-tight Remodeling
Contractor Mailing Address:	Richland WA
Contractor Phone Number:	509-943-6399
Contractor Officer (Print):	Bryan Lee Christensen
Contractor Officer Title:	Owner
Contractor Officer Signature:	
Contractor Officer Endorsement Date:	04/05/2013



Space Above for Surety Seal

**POWER OF ATTORNEY
LEXON INSURANCE COMPANY**

9816313

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Janet R. Nail, its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed a City or County License Bond under bond or undertaking number 9816313 issued on behalf of Bryan Lee Christensen as principal in the penal sum of \$ 10000.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on this 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 10000, which the Company might execute through its duly elected officers, and affix the seal of the Company hereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice-President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY _____

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



CERTIFICATE

Lynne F. Fleece
Notary Public

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Louisville, Kentucky this 4th Day of April, 2013.

Philip Gregory Lauer
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Consent Calendar

Agenda Item: C10

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM MARCH 25, 2013, TO APRIL 5, 2013, FOR \$8,223,828.16

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from March 25, 2013, through April 5, 2013, in the amount of \$8,223,828.16.

Summary:

Breakdown of expenditures:

Check Nos.	200208 - 200582	1,354,337.35
Wire Nos.	5298 - 5309	4,992,442.29
Payroll Check Nos.	98910 - 98924	22,919.56
Payroll Wires/ACH	7985 - 7997	1,854,128.96
TOTAL		\$8,223,828.16

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$8,223,828.16. Disbursements (wire transfers) include Purchase Power Bill of \$2,536,536.00 and the ConAgra repurchase of \$1,427,446.97.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing Report

City Manager Approved:

Johnson, Cindy
Apr 11, 13:16:27 GMT-0700 2013

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MARCH 25, 2013 - APRIL 5, 2013

Payee	Wire Description	Amount
Claim Wires - Wire No. 5298 to 5309		
Bank of New York	Principal/Interest Bonds	319,572.50
Bonneville Power Administration	Purchase Power	2,536,536.00
Cascade Title	Repurchase ConAgra Land	1,427,446.97
Conover	Section 125	6,124.97
Department of Licensing	Firearms Online Pmt for Concealed Licenses	813.00
NorAmm Investments	Badger Mtn South Escrow (sewer lift station)	300,000.00
PowerPay	Landfill Merchant Service Fees	537.66
Richland Golf Management Corporation	Col. Pt. Operating Reimb 3/13	110,654.48
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	290,756.71
Total Claim Wire Transfers		\$ 4,992,442.29
Payroll Wires & Direct Deposits (ACH) - Wire No. 7985 to 7997		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,854,128.96
Total Claim & Payroll Wires/ACH		\$ 6,846,571.25

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 001 CITY COUNCIL					
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$36.34
				CITY COUNCIL TOTAL ****	\$36.34
Division: 100 CITY MANAGER					
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$116.10
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$20.02
JOHNSON, CINDY		13-063 JOHNSON	200372	NW REG CON/FAIRBANKS/JOHNSON	\$67.00
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$3.16
				CITY MANAGER TOTAL ****	\$206.28
Division: 101 CITY CLERK					
CITY OF RICHLAND		13-108 BARHAM	200348	WMCA CONF/TACOMA/BARHAM	\$631.58
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$12.51
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$32.82
TRI CITY HERALD	S015008	3/13-824	200315	ORDINANCE #04-13 RAN ON 2/24/1	\$90.68
	S015008			ORDINANCE #05-13 RAN ON 2/24/1	\$46.20
	S015008			ORDINANCE #06-13 RAN ON 2/24/1	\$95.81
				CITY CLERK TOTAL ****	\$909.60
Division: 102 CITY ATTORNEY					
BELL BROWN & RIO PLLC		399	200516	PROSECUTION SRVCS-APRIL 2013	\$20,908.15
BENTON COUNTY TREASURER		DECEMBER 2012	200424	DISTRICT COURT COSTS-DEC 2012	\$66,249.67
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$20.02
LAMPSON, THOMAS O		021513	200268	REIMBURSEMENT-OFFICE SUPPLIES	\$5.45
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$12.87
STAPLES CONTRACT & COMMERCIAL INC	S014970	3192840530	200306	STAPLES/FOLDERS/DESK ORGANIZER	\$142.85
	S014970	3192840531		CORRECTION TAPE	\$4.32
XEROX CORPORATION		066963684	200327	LEASE & PRINT CHRGS FEB	\$113.37
				CITY ATTORNEY TOTAL ****	\$87,456.70
Division: 110 ASSISTANT CITY MANAGER					
CITY OF RICHLAND		13-059 AMUNDSON	200348	AIIM CONF/NEW ORLEANS/AMUNDSON	\$263.00
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$12.51
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$4.81
XEROX CORPORATION		066963684	200327	LEASE & PRINT CHRGS FEB	\$368.49
				LEASE & PRINT CHRGS FEB	\$242.95
				ASSISTANT CITY MANAGER TOTAL ****	\$891.76
Division: 111 COMMUNICATIONS & MARKETING					
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$5.01
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$7.36
				COMMUNICATIONS & MARKETING TOTAL ****	\$12.37



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 112 CABLE COMMUNICATIONS					
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$5.01
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$2.41
VMI INC	P052357	226177	200504	FREIGHT	\$20.91
	P052357			PANASONIC BTLH1710Y LCD HD/SD	\$2,597.03
CABLE COMMUNICATIONS TOTAL ****					\$2,625.36
Division: 113 HANFORD COMMUNITIES					
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$2.50
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$2.52
RED LION HOTEL		23791254	200486	CONGRESSMAN HASTINGS LUNCHEON	\$264.98
XEROX CORPORATION		066963684	200327	LEASE & PRINT CHRGS FEB	\$59.39
HANFORD COMMUNITIES TOTAL ****					\$329.39
Division: 120 FIRE					
ADVANCED PAGING & COMMUNICATIONS INC	P052389	17082	200412	ADJUST TAX	(\$0.01)
	P052389			FREIGHT	\$12.24
	P052389			HEADSET, CONFINED SPACE RESCUE	\$362.81
AMERIGAS PROPANE LP		3015225935	200212	ST 71 GENERATOR TANK REPAIRS	\$355.39
BAYNES, GRANT		13-157 BAYNES	200337	FIRE CHIEF MTG/PORTLAND/BAYNES	\$183.43
BENTON PUD		3/13-0249075457	200221	QUARTERLY RACK CHARGES	\$592.02
CITY OF RICHLAND		13-113 BRINES	200530	I-300 ICS/ELLENSBURG/BRINES	\$243.60
		13-114 DEROUSIE	200348	ICS 300/ELLENSBURG/DEROUSIE	\$243.60
FEDERAL EXPRESS CORP		2-216-30982	200448	CONSTRUCTION PLANS RETURNED	\$4.76
FINAL TOUCH UPHOLSTERY		22887	200243	RIT BAG REPAIRS	\$119.13
FRONTIER		3/13-206-188-0334	200451	VHF PHN LINES 3/19-4/18/13	\$410.05
		3/13-253-5365	200245	SILVER CLOUD PHONE LINE	\$56.20
	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$72.69
HARRINGTON'S TROPHIES		70034	200252	APPARATUS CHANGE PALCARDS	\$33.71
LAKELAND INC DBA		13-4755	200267	BUILD AND INSTALL NAME PLATES	\$117.13
NEXTEL COMMUNICATIONS		891160522-109	200471	CELL PHONES 2/18-3/17/13	\$108.51
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$3.89
R E POWELL DIST CO	S014973	001215729	200294	ENVIRONMENTAL FEE	\$4.62
	S014973			#05VPR, RED RACING FUEL	\$714.78
RICHLAND ACE HARDWARE		35072	200299	DISHWASH, HINGES	\$61.47
		35086		DRAIN CLEANER	\$9.73
		35108		CUP HOOKS	\$7.44
		35187		HORN SIGNAL, CABLE TIES	\$30.29
STAPLES CONTRACT & COMMERCIAL INC	S014970	3193145236	200306	POST ITS/LABELS/HP COLOR INK	\$83.74
	S014970	3193145237		POST IT FLAGS	\$14.46
VERIZON WIRELESS		1165827004	200319	MDT WIRELESS CHARGES	\$336.18
WASHINGTON STATE PATROL		F1300295	200321	FIRE OFFICER II (ZG,SH,BR,MW)	\$1,392.00



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WEST COAST FIRE & RESCUE		924	200322	HOLMATRO FEMALE COUPLER	\$77.98
FIRE TOTAL ****					\$5,651.84
Division: 130 POLICE					
ADVENTOS LLC	S015030	2029	200415	SHAREPOINT KIOSK LICENSES FOR	\$3,600.00
	S015030			SHAREPOINT ONLINE PLAN 2 FOR 2	\$14,208.00
CANON SOLUTIONS AMERICA INC		444881	200224	COPIER MONTHLY MAINT	\$7.23
		444885		COPIER MONTHLY MAINT	\$4.14
		444886		COPIER MONTHLY MAINT	\$10.39
CASCADE NATURAL GAS CORP		03/13-75997100005	200431	NATURAL GAS 2/14-3/18/13	\$598.52
CHARTER COMMUNICATIONS		03/13-0309703POL	200228	INTERNET SRVC MARCH 2013-RPD	\$60.35
COLUMBIA BASIN DIVE RESCUE		2013-8	200236	2013 AGENCY SUPPORT	\$5,804.00
DOMESTIC VIOLENCE SERVICES		22870	200240	DV SERVICES FEBRUARY 2013	\$888.50
DUBOIS, WAYNE K		031213 DUBOIS	200357	FLEEING SUS/WALLA WALLA/DUBOIS	\$13.00
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$275.48
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$112.74
LARSEN GUNSMITHING & FIREARMS	P052384	6997	200270	DANNER BOOTS #15923 MELEE HOT	\$109.69
	P052453	7036		SF400-BULK CASE OF 400 SUREFIR	\$754.77
	P052453			GLOCK PADDLE HOLSTERS SAFARILA	\$89.05
LEAF FUNDING INC DBA		4325227	200272	COPIER MAINT 3 OCE IM3512	\$505.87
LIVEVIEW GPS INC		05814	200275	2ND QTR 2013 PT10SUB	\$119.85
	P052460	117537	200463	IPHONE/DRIOD APP ACCESS FOR LI	\$23.40
	P052460			EBP15 14Ah LITHIUM POLYMER BAT	\$269.95
	P052460			PT10 SUB MONTHLY SUBSCRIPTION	\$479.40
	P052460			EBP10 EXTENDED BATTERY PACK 92	\$98.00
	P052460			PT100 GPS TRACKER	\$629.00
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$34.93
				POSTAGE 2/01/13 TO 2/28/13	\$329.32
RANCH AND HOME INC		50017036	200485	UA TACTICAL BOOTS-SMITH	\$173.27
RDJ SPECIALTIES INC		054705	200295	DOG TAGS & MOOD BRACELETS	\$1,501.00
		055037	200567	BADGE STICKERS	\$325.00
RIVER CITY TOWING INC		12479	200301	TOW CHARGES	\$48.74
		12487		TOW CHARGES	\$48.74
		12488		TOW CHARGES	\$166.78
		12506		TOW CHARGES	\$48.74
		12507		TOW CHARGES	\$48.74
		12512		TOW CHARGES	\$48.74
STAPLES CONTRACT & COMMERCIAL INC	S014968	3192675774	200306	HP TONER CART	\$441.80
	S014968	3192713076		NOTE PADS/REDI-TAGS	\$17.70
	S014968	3192713077		PRINTER STAND	\$68.22
	S015011	3193578033		ORGANIAZER/ENVELOPES/BINDES	\$3,117.16
	S015011	3193578035		MONITOR STAND	\$83.09



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STAPLES CONTRACT & COMMERCIAL INC	S014968	3193578036	200306	TAPE/H.D. TRIP WALL LET/LEG	\$247.41
	S014968	3193578037		CERTIFICATES/REDITAG FLAGS	\$10.45
	S015011	3194511455		INTEROFFICE ENV	\$44.37
	S015011	3194553024		MANILA END TAB FOLDERS	\$100.72
	S015011	3194553025		CD SLEEVES/INDEX MAKER/FOLDERS	\$216.11
TREASURE VALLEY COFFEE CO		19739	200577	COFFEE DELIVERY	\$160.58
VERIZON WIRELESS		9701814580	200578	DATA CHARGES 3/20-4/19/13	\$1,120.32
WA STATE TACTICAL OFFICERS ASN		13-001	200320	2013 WSTOA TEAM DUES	\$100.00
WESTERN STATES HOSTAGE NEGOTIATORS' ASN		2013/SIMPKIN	200324	ANNUAL MEMBER DUES/J SIMPKIN	\$35.00
YAHOO		226055	200513	INFORMATION REQUEST 12-23501	\$116.60
POLICE TOTAL ****					\$37,314.86
Division:	210	ADMINISTRATIVE SERVICES			
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$10.01
	S015026			TELEPHONE CHARGE 3/22/13-4/21/	\$7.51
PITNEY BOWES INC		1278325-MR13	200288	1ST QTR-13 PD SORTER/POSTAGE	\$8,678.09
ADMINISTRATIVE SERVICES TOTAL ****					\$8,695.61
Division:	211	FINANCE			
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$22.52
	S015026			TELEPHONE CHARGE 3/22/13-4/21/	\$50.17
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$2,616.39
				POSTAGE 2/01/13 TO 2/28/13	\$464.30
POSTMASTER		PERMIT 153-3/28	200480	POSTAGE 3/8-3/28/13	\$7,983.32
PRINTER TECH SERVICE & SUPPLIES		15260	200291	PRINTER SERVICE - J KISON	\$279.41
REDSSON LTD		184219	200487	PORTAL SERVICE LOCATES FEB'13	\$258.00
STAPLES CONTRACT & COMMERCIAL INC	S014970	3189890523	200306	FOLDERS/3-HOLE PUNCH	\$157.21
	S014970	3190686845		FILE STORAGE BOXES	\$104.23
	S014970	3190817963		DISINFECTING WIPES	\$11.13
	S015011	3194885125		HP LASER JET TONER	\$242.20
FINANCE TOTAL ****					\$12,188.88
Division:	212	PURCHASING			
CANON SOLUTIONS AMERICA INC	S015031	394625	200430	OCE' COPY MACH RENTAL - DEC/JA	\$198.70
CITY OF KENNEWICK		010312	200230	PURCH MGR-SERV 02/2013	\$3,452.28
				PURCH MGR-SERV 02/2013	\$3,452.27
		010321		FORKLIFT TRAINING	\$23.59
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$17.52
	S015026			TELEPHONE CHARGE 3/22/13-4/21/	\$20.02
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$67.27
UNITED PARCEL SERVICE	S015004	0000986641103A	200317	WEEKLY SERVICE CHARGE 03/09/1	\$11.00
	S015013	0000986641113A		WEEKLY SERVICE CHARGE 03/16/1	\$11.00
PURCHASING TOTAL ****					\$7,253.65



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 213 INFORMATION TECHNOLOGY					
DELL COMPUTER CORPORATION	P052475	XJ3XCTKW2	200441	Dell Professional P1913S 19 in	\$1,667.71
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$113.01
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$95.22
HEWLETT PACKARD COMPANY	P052452	52537268	200256	HP CARE PACK,5 YEARS, 4 HOURS,	\$1,797.60
	P052452			HP Proliant DL360p Gen 8 Serv	\$4,776.97
	P052452			TAX	\$545.68
MID COLUMBIA ENGINEERING INC	P052201	ST005524	200382	RICH AUSTILL, AS400 PROGRAMMER	\$143.00
PRINTER TECH SERVICE & SUPPLIES		15246	200482	LASER PRINTER CARTRIDGES	\$151.62
STAPLES CONTRACT & COMMERCIAL INC	S015011	3194604675	200306	POSTITS/DISINFECTING WIPES	\$64.35
	S015011	3194604676		LEAD REFILLS	\$4.87
VERIZON WIRELESS		9701808940	200578	BROADBAND 3/20-4/19/13	\$40.01
ZAYO GROUP HOLDINGS INC DBA	P052394	3/13-008113	200328	BROADBAND INTERNET ACCESS CHAR	\$743.00
INFORMATION TECHNOLOGY TOTAL ****					\$10,143.04
Division: 220 HUMAN RESOURCES					
ANOVAWORKS		13408	200418	PRE EMPLOYMENT PHYSICAL	\$223.00
				DS-NIDA	\$84.00
		13510		PRE EMPLOYMENT PHYSICALS	\$777.00
		13528		DS-NIDA	\$56.00
		13581		DS-NIDA	\$56.00
		13592		DS-NIDA	\$56.00
		13682		DS-NIDA/HEP AB COMBO	\$56.00
		13777		PRE EMPLOYMENT PHYSICAL	\$160.00
		13982		PRE EMPLOYMENT PHYSICAL	\$348.00
		14085		PRE EMPLOYMENT PHYSICALS	\$232.00
		14172		PRE EMPLOYMENT PHYSICALS	\$669.00
BURDEN, MICHELLE		2013 TUITION	200522	BURDEN-REIMBURSE TUITION-2013	\$675.00
CANON SOLUTIONS AMERICA INC		453133	200430	BHB069 COPIER BASE/USAGE	\$201.80
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$25.03
PIPKINS, EMILY		2013 TUITION	200477	PIPKINS/REIMBURSE 2013 TUITION	\$1,160.00
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$83.02
STAPLES CONTRACT & COMMERCIAL INC	S015011	3194679902	200306	CHAIR MAT/PORTFOLIOS/POSTITS	\$87.07
	S015011	3194679903		CERTIFICATE FRAME	\$237.05
	S015011	3194927974		HIGHLIGHTERS/CORR TAPE/FOLDERS	\$234.52
	S015011	3194927975		HD STAPLER	\$23.69
WASHINGTON STATE PATROL		I13006483	200321	BACKGROUND CHECKS-FEB 2013	\$140.00
HUMAN RESOURCES TOTAL ****					\$5,584.18
Division: 300 COMMUNITY & DEVELOPMENT SERVICE					
STAPLES CONTRACT & COMMERCIAL INC	S014968	3193469237	200306	PAPER	\$25.41



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		066963684	200327	LEASE & PRINT CHRGS FEB	\$48.59
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$74.00
Division: 301 DEVELOPMENT SERVICES					
BENTON CLEAN AIR AUTHORITY		1ST/2ND QTR 2013	200217	1ST & 2ND QTR 2013	\$27,390.08
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$7.51
	S015026			TELEPHONE CHARGE 3/22/13-4/21/	\$42.55
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$65.79
				POSTAGE 2/01/13 TO 2/28/13	\$73.32
STAPLES CONTRACT & COMMERCIAL INC	S014968	3193243329	200306	CANNED AIR/ASPRIN/TONER CART	\$134.82
TRI CITY HERALD	S015008	3/13-824	200315	NOTICE OF APPLICATION AND PUBL	\$153.99
	S015008			NOTICE OF PUBLIC HEARING RAN	\$87.26
US BANK EQUIPMENT FINANCE INC		224051813	200318	XEROX 6604 CONTRACT PAYMENT	\$244.80
DEVELOPMENT SERVICES TOTAL ****					\$28,200.12
Division: 302 REDEVELOPMENT					
FLENNIKEN, KATHLEEN DILLON		AC POET 4-13A	200365	TRAVEL COSTS	\$250.00
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$10.01
GREGGER, DEBORA		AC POET 4-13B	200367	TRAVEL COSTS	\$250.00
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$18.52
REDEVELOPMENT TOTAL ****					\$528.53
Division: 331 PARKS & REC - RECREATION					
BUCKSKIN GOLF CLUB		SC-4002/2013	200223	SLOWBREAK BB REFS 2/24-3/17/13	\$1,789.12
CAMARENA, DANA		SC08006/MAR 2013	200524	CLASS INSTRUCTOR MARCH 2013	\$569.23
CHARTER COMMUNICATIONS		3/13-180070321633	200228	INTERNET SERVICE 3/10-4/9/13	\$119.99
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$287.06
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$53.01
	S015026			TELEPHONE CHARGE 3/22/13-4/21/	\$2.50
KADLEC REGIONAL MEDICAL CENTER		33113.05	200457	THERAPY CLASSES-JAN 13	\$1,502.32
		43013.05		THERAPY CLASSES-FEB 13	\$1,476.07
MID COLUMBIA ENGINEERING INC	P052176	ST005525	200382	RP3 - GENERAL EDUCATION	\$4,729.73
	P052176			RP3 - GENERAL EDUCATION	\$84.21
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$12.88
RICHLAND ACE HARDWARE		35254	200299	60 OUTLET SURGE SUPPRESSOR	\$15.15
STAPLES CONTRACT & COMMERCIAL INC	S014970	3192756098	200306	FOLDER/S POST ITS/PEN/ENV	\$56.13
SZENDRE, JOLENE		SC05036/JAN-FEB13	200574	INSTRUCTOR JAN-FEB CLASSES	\$225.27
		SC05036/MAR 2013		YOGA INSTRUCTOR MARCH 2013	\$91.50
THRASHER, BEVERLY		SC11-1/MARCH 2013	200313	FOOTCARE CLASS 7251/MARCH 2013	\$462.93
TREASURE VALLEY COFFEE CO		19593	200314	COFFEE DELIVERY-RCC	\$104.67
		19770	200577	COFFEE DELIVERY-RCC	\$158.28
WASHINGTON STATE PATROL		I13006483	200321	BACKGROUND CHECKS-FEB 2013	\$10.00
PARKS & REC - RECREATION TOTAL ****					\$11,750.05



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 335 PARKS & REC - PARKS&FACILITIES					
ABM JANITORIAL NORTHWEST		4980052	200209	JANITORIAL SERVICES-MARCH 2013	\$478.09
				JANITORIAL SERVICES-MARCH 2013	\$2,229.85
				JANITORIAL SERVICES-MARCH 2013	\$432.80
				JANITORIAL SERVICES-MARCH 2013	\$2,838.34
				JANITORIAL SERVICES-MARCH 2013	\$2,008.43
AIREFCO INC		3093417	200211	BELTS	\$22.09
BACKFLOW APPARATUS & VALVE CO		612870	200422	BACKFLOW RUBBER REPAIR KIT	\$30.97
BENTON COUNTY SHERIFF'S OFFICE		OCT-DEC WRKCRWII	200219	WORKCREW II 10/1-12/31/12	\$26,104.76
BUILDERS HARDWARE & SUPPLY CO INC		S3232355.001	200521	FS 2-ACCESS CONTROL SERVICE	\$194.94
CANON SOLUTIONS AMERICA INC		450717	200430	COPIER RENT/USAGE FEE	\$27.56
CASCADE NATURAL GAS CORP		3/13-51897100007	200431	1005 SWIFT 2/14-3/18/13	\$10.85
		3/13-7363810005		NATURAL GAS-RCC -2/14-3/18/13	\$677.35
		3/13-80577100003		SHOPS BLDG 200 2/13-3/18/13	\$1,177.43
		3/13-90577100002		SHOPS BLDG 300 2/13-3/18/13	\$1,555.67
		3/13-96738100005		505 SWIFT BLVD 2/14-3/18/13	\$1,613.81
CITY OF RICHLAND		2/13-24	200233	#24 LANDILL-FEBRUARY 2013	\$1,994.08
DEPARTMENT OF LABOR & INDUSTRIES		139210	200442	CREST ELEVATOR 10/2012-10/2013	\$61.10
EWING IRRIGATION PRODUCTS INC		6037140	200444	200 PGA RAINBIRD 3WAY VALVE	\$79.60
FARMERS EXCHANGE		95937	200445	CARBURETORS/GEARCASE ASSY	\$1,525.77
FASTENAL COMPANY		WARIC38177	200446	FASTENERS	\$3.71
		WARIC38211		SAFETY GLASSES	\$65.55
FASTENERS INC		S3542148.001	200241	LAG SCREW & WASHER	\$2.92
		S3555064.001		WASHERS, SCREWS, NUTS	\$6.42
		S3555064.002		LAG SCREWS	\$1.43
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$881.52
	S015027			TELEPHONE CHARGES 3/19/13-4/18	\$112.29
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$37.54
FRONTIER FENCE INC		34406	200246	CHAIN LINK INSTALLATION	\$1,180.48
GRAINGER	S015003	9079919875	200250	V-BELT PULLEY ITEM #5YKL5	\$660.66
	S015003	9082504003		V-BELT ITEM #6A168	\$218.33
	S015003	9087845286		QD BUSHING ITEM #5YLL4	\$120.80
	S015003	9088136081		QD BUSHING ITEM #5YLL9	\$40.38
IRRIGATION SPECIALISTS INC		1059900-01	200550	PVC CEMENT/PRIMER	\$24.84
KELLER SUPPLY COMPANY		S006392728.001	200458	DRINKING FOUNTAIN NOZZLE	\$185.83
KENNEWICK IND & ELECTRICAL SUPPLY		654838	200462	FS1-DRAIN CLEANER/P TRAP	\$19.89
		654971		BMX IRRIGATION PARTS	\$26.64
MCDONALD'S & ASSOCIATES INC		02/12/13	200277	TOP SOIL	\$292.41
		030413	200467	TOP SOIL-WIND STORM 2012	\$146.21
MILESTONES ATHLETIC SUPPLY INC		78220	200280	PITCHING RUBBERS-HORN RAPIDS	\$71.48
MOON SECURITY SERVICES INC		640460	200469	BASIC FIRE MONITORING-APR'13	\$33.00



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOON SECURITY SERVICES INC		640978	200469	FIRE MONITORING-RPTF APR'13	\$59.90
		643307		BASIC FIRE MONITORING-APR'13	\$33.00
OXARC INC		F284007	200284	FIRE EXT MAINT - 840 NORTHGATE	\$154.98
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$12.56
PLATT ELECTRIC SUPPLY INC		3339513	200289	STARTER FOR COL PT PUMP	\$635.18
		3450740		RETURN STARTER INV 3339513	(\$635.18)
PRO BUILD COMPANY LLC		71431865	200292	4X4'S	\$53.67
RICHLAND ACE HARDWARE		205472	200299	HOSE, CLAMP, NIPPLE	\$17.79
		205517		TIE DOWN STRAP & U BOLT	\$27.68
		205520		TIEDOWN RATCH J HOOK	\$4.33
		205532		CAP PVC-BADGER MNTN	\$3.54
		35071		VALVE, HOSE, TEFLON	\$81.59
		35076		BUSHING, ADAPTER, TEE, COUPLIN	\$31.89
		35140		HOSE	\$10.70
		35239		REAR BOOM	\$46.88
STAPLES CONTRACT & COMMERCIAL INC	S014970	3190336579	200306	PT TOUCH PRINTER	\$49.86
	S014970	3190336580		LETTER PAD/PLANNER	\$86.06
	S014970	3192840532		11X17 PAPER/STENO PAD	\$56.41
	S014970	3193071902		DESK CALENDAR	\$11.27
SUNTOYA CORPORATION	S014849	72096	200492	PUMP, #1911C	\$1,379.20
	S014849			FREIGHT	\$43.32
WILBUR ELLIS COMPANY	S014980	6905797	200511	50 GALL OF RAZOR PRO	\$958.46
	S014980			30 GAL SURFLANE	\$2,088.46
	S014998	6922229		ESPLANANDE	\$1,145.12
	S014998	6928661		MILESTONE	\$811.52
	S014998			BLUE DYE	\$99.89
	S014998			NO FOAM	\$69.31
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$54,533.21
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1206	200214	ARBAUGH-LEG-SVCS-FEB	\$1,323.00
CITY OF PASCO		M030613	200231	ANIMAL SHELTERING - MARCH	\$19,522.23
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$17.52
ICMA		CPM20724613	200258	ICMA PERF MEASUREMENT-2013	\$5,550.00
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$356.97
POSTMASTER		PERMIT 153-3/28	200480	POSTAGE 3/8-3/28/13	\$210.80
UPTOWN RESTAURANT		C89-12	200502	COMM IMP PROGRAM C89-12	\$443.49
NON-DEPARTMENTAL TOTAL ****					\$27,424.01
GENERAL FUND Total ***					\$301,809.78
FUND	101	CITY STREETS			



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 401 STREETS MAINTENANCE					
ADVANCED SIGNAL & CONTRACTING LLC	P052381	2114	200413	RAILROAD TRACK CROSSING INSPEC	\$310.00
ANOVAWORKS		14172	200418	PHYSICAL DOT	\$79.00
BENTON PUD		3/13-7286300000	200221	10 WYE LIGHTS/BADGER RPTR	\$53.47
CANON SOLUTIONS AMERICA INC		450717	200430	COPIER RENT/USAGE FEE	\$27.55
FASTENERS INC		S3542148.001	200241	LAG SCREW & WASHER	\$2.92
		S3555064.001		WASHERS, SCREWS, NUTS	\$6.42
		S3555064.002		LAG SCREWS	\$1.43
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$36.15
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$10.01
G & R AG PRODUCTS INC		2132970-0001-02	200248	SPRAY NOZZLE	\$80.18
HERTZ EQUIPMENT RENTAL CORP		26745622-001	200255	LIQUID PROPANE	\$84.27
		26749943-001	200454	LIQUID PROPANE	\$56.18
		26752102-001		LIQUID PROPANE	\$129.64
		26755803-001		LIQUID PROPANE	\$58.76
MOON SECURITY SERVICES INC		643307	200469	BASIC FIRE MONITORING-APR'13	\$33.00
RICHLAND ACE HARDWARE		205522	200299	BUSHINGS, COUPLINGS	\$31.68
		205525		FASTENERS, BUSHING	\$9.03
STAPLES CONTRACT & COMMERCIAL INC	S014968	3193145238	200306	HP TONER/TZE TAPE/HILITERS	\$182.01
STREETS MAINTENANCE TOTAL ****					\$1,191.70
Division: 402 ARTERIAL STREETS					
A & B ASPHALT INC	P051382	C75-12/PYMT 6	200411	212 GWW OVERLAY - ROADWAY -	\$5,614.17
AMERICAN ROCK PRODUCTS INC		180821	200417	CONCRETE	\$350.89
		180900		CONCRETE	\$212.81
APOLLO INC	P052237	C22-13/PYMT 1	200419	HANFORD REACH INTERPRETIVE CEN	\$300,718.01
NATIONAL FLOOD INSURANCE PROGRAM	P052552	CLOMR MAP	200561	DUPORTAIL BRIDGE - CLOMR MAP	\$4,400.00
PRO BUILD COMPANY LLC		71432078	200292	SMART SIDING	\$23.87
TRI CITY HERALD	S015008	3/13-824	200315	PUBLIC NOTICE RAN ON 3/3/13	\$109.50
	S015008			REQUEST FOR PROPOSAL FOR PAVEM	\$110.85
	S015008			PUBLIC NOTICE FOR	\$179.32
	S015008			DUPORTAIL STREET BRIDGE PROJEC	\$249.80
ARTERIAL STREETS TOTAL ****					\$311,969.22
CITY STREETS Total ***					\$313,160.92
FUND 110 LIBRARY					
Division: 303 LIBRARY					
B & B EXPRESS PRINTING INC		83884	200420	#10 WINDOW ENVELOPES-PRINTED	\$545.15
BUILDERS HARDWARE & SUPPLY CO INC		S32189636.001	200428	LATCH KIT	\$90.11
CASCADE NATURAL GAS CORP		03/13-61897100006	200431	NATURAL GAS 2/14-3/18/13	\$899.53
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$60.18



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OCLC INC		0000231307	200283	CAT, MDATA, RESCRE, ILL	\$902.51
PITNEY BOWES INC		6966345-MR13	200479	METER LEASE 3/30-6/30/13	\$444.39
STAPLES CONTRACT & COMMERCIAL INC	S015011	3193859821	200306	CANON TONER CARTS	\$172.24
	S015011	3193859822		FIRST AID KIT SUPPLIES	\$335.04
	S015011	3194414005		PENCIL SHARPENER/INDEX CARDS	\$54.79
	S015011	3194414006		DUST DESTROYER DUSTER	\$71.15
UNIQUE MANAGEMENT SERVICES INC		235137	200501	MONTHLY COLLECTIONS-FEB 2013	\$322.20
UNITED PARCEL SERVICE	S015013	0000986641113A	200317	3 GROUND PKGS TO NAVAJO CO LIB	\$38.41
LIBRARY TOTAL ****					\$3,935.70
LIBRARY Total ***					\$3,935.70
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1206	200214	ARBAUGH-LEG-SVCS-FEB	\$135.00
BALLEW, GARY		13-172 BALLEW	200215	BCKGRND VISIT/PORTLAND/BALLEW	\$321.17
FEDERAL EXPRESS CORP		2-215-41332	200448	SHIPPING CHARGES-BOND DOCUMENT	\$6.28
FOSTER PEPPER PLLC		1031109	200244	MATTER #1-GENERAL/WSCDA	\$361.00
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$10.01
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$10.50
RGW ENTERPRISES PC	P052021	2/13-ASTRO	200297	MOD #1 TO CONTRACT #13-05 FOR	\$347.10
	P052021	2/13-COMMODITIES		MOD #1 TO CONTRACT #13-05 FOR	\$882.50
	P052021	2/13-GEN ENG		MOD #1 TO CONTRACT #13-05 FOR	\$1,631.70
	P052021	2/13-HRBC		MOD #1 TO CONTRACT #13-05 FOR	\$595.00
	P052021	2/13-HRIP		MOD #1 TO CONTRACT #13-05 FOR	\$3,177.50
	P052021	2/13-HRIP/SI STL		MOD #1 TO CONTRACT #13-05 FOR	\$1,095.00
XEROX CORPORATION		066963684	200327	LEASE & PRINT CHRGS FEB	\$75.58
ECONOMIC DEVELOPMENT TOTAL ****					\$8,648.34
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		2013-000697	200235	HENDERSON LOOP UTILITIES	\$304.50
PERMIT SURVEYING INC		11088-7.INV	200564	BC AUDITOR FEES ALEXANDER BLA	\$296.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$600.50
INDUSTRIAL DEVELOPMENT FUND Total ***					\$9,248.84
FUND 153	CDBG FUND				
Division:	308	CDBG PROGRAM			
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$2.50
	S015026			TELEPHONE CHARGE 3/22/13-4/21/	\$2.50
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$18.87
TRI CITY HERALD	S015008	3/13-824	200315	TIERED ENVIRONMENTAL REVIEW NO	\$160.50



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CDBG PROGRAM TOTAL ****					\$184.37
CDBG FUND Total ***					\$184.37
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$2.50
TRI CITY HERALD	S015008	3/13-824	200315	TIERED ENVIRONMENTAL REVIEW NO	\$160.49
HOME PROGRAM TOTAL ****					\$162.99
HOME FUND Total ***					\$162.99
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
AMERICAN ROCK PRODUCTS INC		180507	200417	CONCRETE-GOETHALS	\$1,013.69
BEAVER BARK & ROCK		541006	200216	CONCRETE	\$146.18
CULBERT CONSTRUCTION INC	P052511	C30-13/PYMT 1	200439	BELLERIVE EXTENSION-CLAYBELL P	\$163,118.58
MONARCH MACHINE & TOOL CO INC	P052214	A162501	200281	FABRICATE HANDRAIL FOR CLAYBEL	\$1,840.77
PRO BUILD COMPANY LLC		71431936	200483	8 - 2X4S	\$45.51
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T013-F2-018	200303	CORE DRILL - WALKING PATH	\$162.45
PARKS & REC PROJECTS TOTAL ****					\$166,327.18
PARK PROJECT CONSTRUCTION Total ***					\$166,327.18
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
FASTENAL COMPANY		WARIC38000	200446	HEX NUTSETTER/SHORTARM HX KEY	\$16.41
NON-DEPARTMENTAL TOTAL ****					\$16.41
GENERAL GOVT CONSTRUCTION Total ***					\$16.41
FUND 395	DELAWARE AVENUE LID 195				
Division:	430	CAPITAL PROJECTS			
CASCADE TITLE COMPANY OF BENTON	P052477	197387	200432	DELAWARE LID #195 - LIMITED	\$216.60
	P052477	197388		DELAWARE LID #195 - LIMITED	\$216.60
	P052477	197389		DELAWARE LID #195 - LIMITED	\$216.60
	P052477	197390		DELAWARE LID #195 - LIMITED	\$216.60
CAPITAL PROJECTS TOTAL ****					\$866.40
DELAWARE AVENUE LID 195 Total ***					\$866.40
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
AMERICAN CASTING & MANUFACTURING CORP	P052343	218437	200416	ADJUST STOCK UNIT PRICE	\$0.01
	P052343			METER,PADLOCK SEAL WP101	\$727.59



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CHEMSEARCH	P052461	1034279	200229	CLEANER DEGREASER & CONTACT	\$271.67
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P052339	3627-522820	200536	METER, SOCKET 6 TERM, CT RATED,	\$976.43
	P052339			METER, SOCKET 13 TERM BLANK HUB	\$2,331.16
GENERAL PACIFIC INC	P052373	1201904	200249	METER, FRM 2S, 240V, CL200, 1PH,	\$16,245.00
PACIFIC STRAPPING INC	P052443	24325	200474	CABLE PULLING TAPE	\$967.12
PLATT ELECTRIC SUPPLY INC	P052400	3419880	200289	LUMINAIRE HPS, FLOOD, 200 WATT	\$1,598.18
SPX TRANSFORMER SOLUTIONS INC	P052442	031784	200491	FILTER, SUBSTATION XFMR LTC	\$1,011.26
TOTAL ****					\$24,128.42
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1206	200214	ARBAUGH-LEG-SVCS-FEB	\$756.00
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$20.02
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$17.10
WORKSPACE DEVELOPMENT LLC DBA	P052101	490322	200326	B&OI-ADMIN OFFICE FURNITURE PE	\$3,572.41
BUSINESS SERVICES TOTAL ****					\$4,365.53
Division:	502	ELECTRICAL ENGINEERING			
CITY OF RICHLAND		040113	200437	ELECTRICAL RECORDNG FEES	\$148.00
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$37.54
STAPLES CONTRACT & COMMERCIAL INC	S014970	3193578038	200306	BINDERS/FOLDERS/LABELS	\$282.51
	S014970	3193578039		PENDAFLEX TABS	\$8.22
	S015011	3194604680		POST IT'S/BINDERS/DIVIDERS	\$362.66
	S015011	3194604681		FOUNTAIN PENS	\$20.73
TRI CITY HERALD	S015008	3/13-824	200315	CALL FOR BID ON SNYDER SUBSTAI	\$525.06
US BANK EQUIPMENT FINANCE INC		224051813	200318	XEROX 6604 CONTRACT PAYMENT	\$81.60
ELECTRICAL ENGINEERING TOTAL ****					\$1,466.32
Division:	503	POWER OPERATIONS			
ANOVAWORKS		13243	200213	DOT PHYSICAL	\$79.00
		13581	200418	PHYSICALS DOT	\$158.00
		13960		PHYSICAL-DOT EXAMS	\$79.00
BENTON PUD	P052146	3/13-5743127752	200425	TREE TRIMMING SERVICES - 2013	\$1,623.60
		3/13-7286300000	200221	10 WYE LIGHTS/BADGER RPTR	\$11.95
CANON SOLUTIONS AMERICA INC		450717	200430	COPIER RENT/USAGE FEE	\$27.56
CITY OF RICHLAND		02/28-1901	200233	#1901-DROP BOX DISP/HAULING	\$516.79
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$682.45
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$50.17
GRAINGER	S015003	9084763821	200250	HEX BIT SOCKET ITEM #1AP07	\$15.61
	S015003	9092685222		MICROMETER TORQUE WRENCH ITEM	\$91.75
	S015003	9092685230		SOCKET, 1/2 DRIVE ITEM #5MV49	\$4.49
HERTZ EQUIPMENT RENTAL CORP		26693201-001	200454	CONCRETE BUGGY RENTAL	\$706.12
HOME DEPOT CREDIT SERVICES	S015014	3090636	200257	25' CORD	\$38.96
	S015014	5123039		MEASURE WHEEL, BIT SET	\$132.53



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		35194	200299	CABLE 1/8" 7X7	\$5.36
ROWAND MACHINERY CO		128337	200302	JOHN DEERE 27D RENTAL	\$1,949.40
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T013-143-009	200303	SLAB SAW	\$162.45
TYNDALE ENTERPRISES INC	P052157	628039	200316	FIRE RETARDANT CLOTHING-2013	\$2,186.14
POWER OPERATIONS TOTAL ****					\$8,521.33
Division:	504	SYSTEMS DIVISION			
CANON SOLUTIONS AMERICA INC		450717	200430	COPIER RENT/USAGE FEE	\$27.56
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$113.68
	S015027			TELEPHONE CHARGES 3/19/13-4/18	\$60.77
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$47.67
HOME DEPOT CREDIT SERVICES	S015014	1036089	200257	CEMENT BRICKS, CONCRETE MIX	\$44.66
MONARCH MACHINE & TOOL CO INC		A163134	200468	WELD FITTINGS	\$65.16
OXARC INC		3682WPS	200473	CYLINDER-NITROGEN	\$65.32
PRO BUILD COMPANY LLC		71432357	200483	2X12 BTR MIX SPECIES KD	\$14.08
RICHLAND ACE HARDWARE		205508	200299	FASTENERS	\$6.06
TRI CITIES BATTERY & AUTO REPAIR		0086359	200499	OXIDE ENERGIZER 1.55V	\$11.35
TRI CITIES VALVE & FITTING CO		8038144	200500	40G SERIES 1PC BALL VALVE	\$831.31
		8038643		TUBE FITTINGS	\$45.75
WILBUR ELLIS COMPANY	S014980	6903684	200511	6 QT OF ESPANADE	\$1,717.68
	S014998	6922229		ESPLANDAE	\$1,145.12
SYSTEMS DIVISION TOTAL ****					\$4,196.17
Division:	505	ENERGY POLICY MGMT			
BENTON COUNTY AUDITOR/WEATHERWISE	P052527	AC#322960	200423	VAL BALLARD-RELEASE LIEN; AC#	\$72.00
	P052490	AC#611920	200218	J. LOSS-RELEASE LIEN; AC# 6119	\$72.00
	P052490	AC#613180		R. MORRIS-RELEASE LIEN; AC#613	\$72.00
	P052490	AC#631560		M. BERIBAK-RELEASE LIEN; AC#63	\$72.00
	P052490	AC#712040		B. VANHALL-RELEASE LIEN; AC#71	\$72.00
	P052490	AC#752300		R. COOLEY-RELEASE LIEN; AC#752	\$72.00
	P052490	AC#800500		G. HOLBEN-RELEASE LIEN; AC#800	\$72.00
BENTON PUD		3/13-3287762373	200517	ELECTRIC SRVC AGREEMENTC129-05	\$576.52
BOB RHODES HEATING & A/C INC	P052187	071472	200222	CONSERV LOAN: BONNIE KIRK 217	\$9,216.33
CHINOOK HEATING & AIR INC		13992	200435	704 WRIGHT/REBATE/HT PUMP/PTCS	\$900.00
	P052119	14191		CONSERVATION LOAN; PAUL PORCAR	\$9,302.97
CITY OF RICHLAND		151480	200234	1805 MCCLELLAN-REBATE-HP	\$1,500.00
		202540		1211 CEDAR-REBATE-HP	\$500.00
		20500		217 ATKINS-REBATE-HP	\$500.00
		362880	200438	1810 HUNT/REBATE/HEAT PUMP	\$900.00
		53020	200234	902 ADAMS-REBATE-WINDOWS	\$432.78
		631660		2143 GWW-REBATE-HP	\$1,400.00
		72080		125 COTTONWOOD-REBATE-HP	\$500.00



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		82040	200234	117 THAYER-REBATE-HP	\$1,000.00
DAYCO HEATING & AIR		31280	200440	2075 HOXIE-REBATE-HP	\$1,400.00
	P052150	37214		CONSERVATION LOAN; WILLIAM LEA	\$7,031.99
	P052150			ADJUST FOR TAX	\$0.01
FLUID MARKET STRATEGIES INC	P052391	11506	200450	PROJECT ORDER-01 UNDER TERMS O	\$80.00
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$17.52
HELMES INC DBA		578 HUNTER	200253	ES HOME REB: 578 HUNTER	\$1,000.00
IWI INC		55649	200455	1116-1118 PERKINS/REBATE/INS	\$998.75
JACOBS & RHODES INC		107241	200456	709 WINSLOW-REBATE-HP	\$1,500.00
M CAMPBELL & COMPANY INC		580254	200464	1168 TOMICH-REBATE-HP	\$500.00
PERFECTION GLASS		9936401999	200476	2014 ORCHARD/REBATE/WINDOWS	\$1,527.00
		9936402192		1218 CEDAR-REBATE-WINDOWS	\$57.00
		9936402369		2607 HARRIS/REBATE/WINDOWS	\$528.00
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$214.56
STAPLES CONTRACT & COMMERCIAL INC	S014970	319145240	200306	HOOK MAGNETS	\$2.59
	S014970	3192253792		TONER/ERASER/FOLDERS/TAPE	\$137.05
	S014970	3193145239		PENS/COAT HOOK	\$44.80
	S014970	3193145241		TONER CARTRIDGE	\$72.49
	S015011	3194927976		PADS/BOOKENDS	\$88.61
	S015011	3194927977		TWIST ERASERS	\$25.86
	S015011	3194927978		PADS	\$12.62
TALON SYSTEMS INC DBA		158	200495	50 LOG LN-REBATE-PTCS	\$400.00
		159		28 GALAXY LN-REBATE-PTCS	\$400.00
		160		45 RIDGECLIFF-REBATE-PTCS	\$400.00
		161		2021 MAHAN K3-REBATE-PTCS	\$400.00
		162		2582 GLENBRIAR-REBATE-PTCS	\$400.00
		163		2574 GLENBRIAR-REBATE-PTCS	\$400.00
		164		2502 GLENBRIAR-REBATE-PTCS	\$400.00
		165		2534 GLENBRIAR-REBATE-PTCS	\$400.00
		166		574 LAURELBROOK-REBATE-PTCS	\$400.00
		167		604 LAURELBROOK-REBATE-PTCS	\$400.00
		168		2575 GLENBRIAR-REBATE-PTCS	\$400.00
		169		469 TANGLEWOOD-REBATE-PTCS	\$400.00
		170		20 GALAXY LN-REBATE-PTCS	\$400.00
ENERGY POLICY MGMT TOTAL ****					\$47,671.45
Division:	506	TECHNICAL SERVICES			
CANON SOLUTIONS AMERICA INC		450717	200430	COPIER RENT/USAGE FEE	\$27.55
PLATT ELECTRIC SUPPLY INC		3490105	200289	CUTTERS MULTI SIZE	\$74.27
		3496974		MOG TO MED ADAPTER, LGD LED	\$480.85
		3497003		T-1-53006 1PH XFRMR	\$165.96
		3504162		MOG TO MED ADAPTER	\$10.38



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22073561	200494	SCREWS, BOLTS, WASHERS	\$120.10
TECHNICAL SERVICES TOTAL ****					\$879.11
ELECTRIC UTILITY FUND Total ***					\$91,228.33
FUND 402	WATER UTILITY FUND				
Division:	410	WATER CAPITAL PROJECTS			
CULBERT CONSTRUCTION INC	P052511	C30-13/PYMT 1	200439	BELLERIVE EXTENSION-CLAYBELL P	\$79,246.28
D HITTLE & ASSOCIATES INC	P051722	9343	200238	HORN RAPIDS IRRIGATION ELECTRI	\$160.00
GROUNDWATER SOLUTIONS INC DBA	P052507	0367.002-7	200251	NEW SOUTH RHLD WATER SOURCE-TE	\$4,000.00
T BAILEY INC	P052089	C148-12/PYMT 4	200493	MEADOW HILLS WATER TANK - 148-	\$49,738.95
TRI CITY HERALD	S015008	3/13-824	200315	CALL FOR BIDS ON STEVENS/MAHAN	\$169.54
WATER CAPITAL PROJECTS TOTAL ****					\$133,314.77
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1206	200214	ARBAUGH-LEG-SVCS-FEB	\$486.00
HEWLETT PACKARD COMPANY	P052438	52508842	200256	HP DESIGNJET T2300 POSTSCRIPT	\$4,827.53
WATER ADMINISTRATION TOTAL ****					\$5,313.53
Division:	412	WATER OPERATIONS			
BENTON FRANKLIN HEALTH DISTRICT		5589	200220	WATER SAMPLES	\$2,544.00
CASCADE NATURAL GAS CORP		3/13-28638100009	200431	110 SAINT 2/14-3/18/13	\$16.42
FILTRATION TECHNOLOGY INC	S014896	S6238	200449	CARUS AQUA MAG BLENDED PHOSPHA	\$2,550.00
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$25.03
LAYNE OF WASHINGTON INC		LW13046	200271	IMPELLOR FOR #2 PUMP	\$27,041.40
		LW13047		IMPELLOR FOR #2 PUMP	\$434.40
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$7.70
STAPLES CONTRACT & COMMERCIAL INC	S014968	3192391327	200306	SHARP INK CART/ FRAME	\$127.13
	S014968	3193243332		SHARP TONER CART	\$109.33
XEROX CORPORATION		066837017	200327	PRINTER LEASE - FEB 13	\$38.11
WATER OPERATIONS TOTAL ****					\$32,893.52
Division:	413	WATER MAINTENANCE			
ABADAN INC		ARIN039688	200208	BADGER SOUTH PS MANUAL	\$16.98
AGRICULTURE MANAGEMENT LLC	P052258	C143-12/PYMT 3	200210	HORN RAPIDS IRRIGATION OPERATI	\$6,818.18
AMERICAN ROCK PRODUCTS INC		180731	200417	1 1/2" DRAIN ROCK	\$225.83
		180953		TOP COURSE	\$107.10
ANOVAWORKS		13960	200418	PHYSICAL-DOT EXAMS	\$79.00
CANON SOLUTIONS AMERICA INC		450717	200430	COPIER RENT/USAGE FEE	\$27.55
FASTENAL COMPANY		WARIC38005	200446	BOLTS	\$33.84
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$7.51
GRAINGER	S015003	9082407314	200250	REVERSIBLE WRENCH SET ITEM #5M	\$481.46
	S015003	9090515348		SOCKET TRAY ITEM #8RLW6	\$67.58
HD FOWLER COMPANY INC		I3325508	200453	GRIPPER PLUGS	\$61.22



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KELLER SUPPLY COMPANY		S006434887.001	200458	SAMPLE STATION PARTS	\$48.86
KELLEY'S TELE-COMMUNICATIONS INC	P052196	276304012013	200459	ANSWERING SERVICE FOR WATER &	\$69.23
PRO BUILD COMPANY LLC		71431835	200292	WOOD STAKES	\$62.79
		71432159		2 X 6'S	\$32.06
PUMPTECH INC	S014975	0065376-IN	200484	KIT, FAN D 158 MG90-100-112-13	\$59.06
	S014975			FREIGHT FOR FAN KIT	\$7.96
	S014975			EXPEDITE FEE FOR FAN KIT- WILL	\$108.30
RICHLAND ACE HARDWARE		205497	200299	ELBOWS, POLY TUBE	\$45.74
		205518		ELBOW, NIPPLE	\$21.10
STEEBER'S LOCK SERVICE		1192	200311	20 M1 BLANKS	\$22.74
TIMKEN MOTOR AND CRANE SERVICES LLC DBA	P052508	0015906	200497	BMID INTERTIE PRV INSTALLATION	\$2,217.44
WATER MAINTENANCE TOTAL ****					\$10,621.53
WATER UTILITY FUND Total ***					\$182,143.35
FUND 403	WASTEWATER UTILITY FUND				
Division: 420	SEWER ADMINISTRATION				
HEWLETT PACKARD COMPANY	P052438	52508842	200256	HP DESIGNJET T2300 POSTSCRIPT	\$3,000.00
SEWER ADMINISTRATION TOTAL ****					\$3,000.00
Division: 421	SEWER CAPITAL PROJECTS				
IRRIGATION SPECIALISTS INC		1061478-01	200550	PVC PRIMER/CEMENT/GASKETS	\$199.07
MOTION INDUSTRIES INC		WA05-312702	200470	OIL SEALS FOR GRIT CLASS	\$36.97
PASCO MACHINE COMPANY INC		65826	200287	MACHINE WORK-CHUTE	\$1,411.07
TRI CITY HERALD	S015008	3/13-824	200315	CALL FOR BID ON WWTF ROOF	\$149.98
SEWER CAPITAL PROJECTS TOTAL ****					\$1,797.09
Division: 422	SEWER OPERATIONS				
ABM JANITORIAL NORTHWEST		4980052	200209	JANITORIAL SERVICES-MARCH 2013	\$263.51
ANOVAWORKS		13592	200418	PHYSICAL-DOT	\$79.00
BENTON FRANKLIN HEALTH DISTRICT	P052242	5630	200220	TOTAL PHOSPHATE	\$18.00
	P052242			ORTHO PHOSPHATE	\$18.00
	P052242			NITRATE/NITRITE	\$28.00
	P052242			WASTEWATER MONTHLY TESTING 201	\$48.00
CITY OF RICHLAND		2/13-25	200233	#25-SEWAGE SLUDGE/DROP BOX	\$2,037.48
FASTENERS INC		S3555576.002	200447	SAFETY LOCKOUT HASP	\$116.83
		S3567043.001	200241	CORDLESS TRIM SAW & LFT SLNG	\$44.37
FEDERAL EXPRESS CORP		2-208-63080	200242	SHIPPING CHARGE	\$13.62
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$129.37
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$40.04
GRAINGER	S015003	9089259163	200250	REGULATOR, 1/4" ITEM #4ZM14	\$69.96
IRRIGATION SPECIALISTS INC		1058093-01	200550	TEFLON TAPE/COUPLINGS	\$21.10
KENNEWICK IND & ELECTRICAL SUPPLY		652422	200266	RUBBER PARTS KIT-CHLORINE BLDG	\$241.63



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MIDWEST LABORATORIES INC	P052413	676816	200279	SHIPPING CHARGES	\$42.90
	P052413			CITY OF RICHLAND LANDFILL COMP	\$30.00
	P052413			YARDWASTE FEEDSTOCK- FECAL	\$30.00
	P052413			FINISHED YARDWASTE COMPOST- TO	\$8.00
	P052413			YARDWASTE FEEDSTOCK- TOTAL SOL	\$8.00
PARAMOUNT SUPPLY COMPANY		672626	200475	ASCO REPAIR KIT-GENERATOR EMER	\$360.74
	P052338	687432		FREIGHT	\$14.12
	P052338			VALVE, 2" B-22T 150# STOCKHAM	\$723.92
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$9.74
RICHLAND ACE HARDWARE		35170	200299	ALUMINUM PAINT	\$2.79
		35195		BALL VALVE	\$45.46
STAPLES CONTRACT & COMMERCIAL INC	S014968	3192194555	200306	RECORD BOOK	\$178.64
UNITED PARCEL SERVICE	S015004	0000986641103A	200317	NEXT DAY AIR PKG TO COLUMBIA	\$98.62
	S015004			NEXT DAY AIR PKG TO MIDWEST LA	\$152.64
	S015004			ADDITIONAL HANDLING CHARGE FOR	\$8.50
	S015004			SHIPPING CHARGE CORRECTION FOR	\$990.46
	S015013	0000986641113A		ADDITIONAL HANDLING CHARGE FOR	\$8.50
	S015013			GROUND PKG TO COLUMBIA ANALYTI	\$15.30
WILBUR ELLIS COMPANY	S014980	6905797	200511	6 QT OF MILESTONE	\$495.28
	S014998	6928661		MILSTONE	\$330.19
WONDRACK DISTRIBUTING INC		0422902	200512	C2 OIL ANALYSIS KITS	\$216.60
XEROX CORPORATION		066837027	200327	W5135 COPIER LEASE-FEB	\$120.51
SEWER OPERATIONS TOTAL****					\$7,059.82
Division:	423	SEWER MAINTENANCE			
ABM JANITORIAL NORTHWEST		4980052	200209	JANITORIAL SERVICES-MARCH 2013	\$263.51
BRANOM INSTRUMENT CO	P052418	502529.3	200426	INTRINSICALLY SAFE ANALOG DATA	\$355.87
	P052418			ADJUST SALES TAX	\$0.01
	P052418			FREIGHT	\$28.43
	P052418			POWER SUPPLY, 30W, 120-240VAC,	\$108.30
	P052418			SUBMERSIBLE LEVEL TRANSMITTER,	\$769.36
FASTENERS INC		S3559895.001	200241	GREASE GUN, HAMMER, DRILL, SAW	\$508.58
		S3563438.001	200542	POCKET KNIFE	\$14.07
		S3564951.001	200241	MAGNETIC LOCKING FORCEPS	\$13.00
		S3575205.001	200542	CERAMIC FIBER DISC	\$22.89
JT AUTOMOTIVE PARTS INC DBA		280874	200262	MIRROR FOR VEH 3226	\$1.72
KELLEY'S TELE-COMMUNICATIONS INC	P052196	276304012013	200459	ANSWERING SERVICE FOR WATER &	\$69.23
MCKENNA VIDEO SERVICES	S014915	10002985	200278	WASTEWATER TAPE CONVERSION PER	\$59.21
RICHLAND ACE HARDWARE		35184	200299	RIGID COUPLER	\$10.69
SIEMENS INDUSTRY INC	P052419	5566564708	200305	LEVEL CONTROLLER, SIEMENS	\$1,530.28
	P052419			HANDHELD PROGRAMMER FOR	\$144.04
	P052419			SHIPPING AND HANDLING	\$32.38



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VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STAPLES CONTRACT & COMMERCIAL INC	S014968	3193145242	200306	PILOT PENS	\$33.46
	S014968	3193145243		PENS/MARKERS	\$68.12
THE DRAIN SURGEON		031213	200496	FS71 SNAKE MAIN LINE	\$146.21
VERIZON WIRELESS		9701809114	200578	BROADBAND WIRELESS	\$40.01
SEWER MAINTENANCE TOTAL ****					\$4,219.37
WASTEWATER UTILITY FUND Total ***					\$16,076.28
FUND 404	SOLID WASTE UTILITY FUND				
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P050796	01-71923	200286	LANDFILL CELL - EXPANSION ANAL	\$2,691.84
CAPITAL PROJECTS TOTAL ****					\$2,691.84
Division:	432	SOLID WASTE COLLECTION			
ADVANCED UTILITY SYSTEMS	P052550	XT00074338/77189	200414	Advanced AT4825 and AT4967	\$3,500.00
ANOVAWORKS		11191	200418	HEP A/B COMBO	\$145.00
		13682		DS-NIDA/HEP AB COMBO	\$145.00
BLASDEL, JEREMY		032713	200518	BLASDEL-CDL ENDORSEMENT FEE	\$85.00
CITY OF KENNEWICK		010321	200230	FORKLIFT TRAINING	\$47.18
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$7.51
MID COLUMBIA ENGINEERING INC	P052482	ST00526	200382	JOSEPH SUNDAL-ACCOUNTING CLERK	\$800.80
PITBULL FABRICATION	S015019	040113	200478	R & R STEEL FLOOR 1 YD	\$1,732.80
	S015019			R & R STEEL FLOOR FOR 4 YD	\$2,382.60
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$2.30
SOLID WASTE COLLECTION TOTAL ****					\$8,848.19
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		4980052	200209	JANITORIAL SERVICES-MARCH 2013	\$639.43
CITY OF KENNEWICK		010321	200230	FORKLIFT TRAINING	\$70.76
FASTENAL COMPANY		WARIC37989	200446	HOSE SUPPLIES	\$159.62
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$373.21
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$17.52
HOME DEPOT CREDIT SERVICES	S015014	3561001	200257	18V COMPACT DRILL	\$183.03
MOON SECURITY SERVICES INC		643307	200469	BASIC FIRE MONITORING-APR'13	\$33.00
PARAMETRIX INC	P050862	01-71924	200286	2012 ENVIRONMENTAL MONITORING,	\$4,663.02
RICHLAND ACE HARDWARE		35212	200299	MOUSE TRAPS, BUSHINGS, TEE	\$20.73
STAPLES CONTRACT & COMMERCIAL INC	S014970	3193578040	200306	PADS/CLIPBOARD	\$46.98
	S014970	3193578041		WINDEX	\$8.64
	S015011	3193859823		UNDERDESK KEYBOARD DRAWER	\$130.87
XEROX CORPORATION		066837032	200327	PRINTER LEASE-FEB 13	\$283.58
SOLID WASTE DISPOSAL TOTAL ****					\$6,630.39
SOLID WASTE UTILITY FUND Total ***					\$18,170.42



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 405	STORMWATER UTILITY FUND				
Division:	441	STORMWATER			
ABM JANITORIAL NORTHWEST		4980052	200209	JANITORIAL SERVICES-MARCH 2013	\$263.51
AMERICAN ROCK PRODUCTS INC		180302	200417	TOP COURSE GRAVEL	\$118.48
BYKONEN, JOHN		032113 BYKONEN	200342	STRMWTR MTG/MOSES LAKE/BYKONEN	\$19.19
CENTRAL HOSE & FITTINGS INC		361537	200225	HOSE, CLAMPS, PVC BRKSHR LS	\$129.70
		361758		HOSE BUMPER STOPS	\$22.42
RH2 ENGINEERING INC	P051917	57438	200298	DECANT FACILITY DESIGN & EXPAN	\$1,723.48
		57579		COPIES AND SERVICES FOR DECANT	\$154.01
RICHLAND ACE HARDWARE		35091	200299	VALVE NEEDLE	\$10.28
		35093		DISC VALVE NEEDLE	\$8.90
STORMWATER TOTAL ****					\$2,449.97
STORMWATER UTILITY FUND Total ***					\$2,449.97
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
COLUMBIA BASIN DIVE RESCUE		2013-8	200236	2013 AGENCY SUPPORT	\$5,804.00
HARRINGTON'S TROPHIES		70034	200252	APPARATUS CHANGE PALCARDS	\$33.71
NEXTEL COMMUNICATIONS		891160522-109	200471	CELL PHONES 2/18-3/17/13	\$36.17
SPRINT		147658811-064	200490	MONTHLY SRVC CHARGES/LIFEPAKS	\$151.24
VERIZON WIRELESS		1165827004	200319	MDT WIRELESS CHARGES	\$224.12
AMBULANCE TOTAL ****					\$6,249.24
MEDICAL SERVICES FUND Total ***					\$6,249.24
FUND 408	BROADBAND UTILITY FUND				
Division:	460	BROADBAND ADMINISTRATION			
ID CONSULTING SOLUTIONS LLC	P047948	2013-366	200549	MODIFICATION #3 - COR FIBER WA	\$4,749.60
	P047948	2013-367		MODIFICATION #6 LRF - NORTH	\$19,850.00
BROADBAND ADMINISTRATION TOTAL ****					\$24,599.60
BROADBAND UTILITY FUND Total ***					\$24,599.60
FUND 501	CENTRAL STORES FUND				
Division:	000				
INDEPENDENT AUTOMOTIVE WAREHOUSE INC	P052435	109473.2	200259	ARMOR ALL ORIGINAL PROTECTANT,	\$118.52
	P052435			ANTISEIZE PIPE COMPOUND TEFLON	\$178.52
	P052435			SEALANT, RTV SILICONE, CLEAR,	\$18.50
	P052435			ARMOR ALL MULTI-PURPOSE AUTO	\$46.92
TOTAL ****					\$362.46
CENTRAL STORES FUND Total ***					\$362.46



City Of Richland

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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 502		EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
B AND B TRAILERS LLC	P052517	513	200421	ONE (1) NEW UTILITY TRAILER, G	\$2,469.24
BRAUN NORTHWEST INC		14999	200427	SWITCHES VEH 5043 WO 32061	\$29.52
CENTRAL HOSE & FITTINGS INC		361487	200225	HOSE VEH 7101 WO 32104	\$228.88
COLUMBIA RIGGING CORP		21923	200237	HOOKS VEH 6585 WO 32042	\$27.20
COMMERCIAL TIRE INC		176402	200533	TIRES VEH 7126 WO 32069	\$42.85
		176414		TIRES VEH 6540 WO 32068	\$135.16
		176478		TIRES VEH 2410 WO 32096	\$83.54
		176480		TIRES VEH 2408 WO 32097	\$83.54
		176481		TIRES VEH 1369 WO 32098	\$83.54
		176482		TIRES VEH 1006 WO 32099	\$83.54
		176483		TIRES VEH 1007 WO 32100	\$83.54
		176485		TIRES VEH 1005 WO 32101	\$62.81
		176486		TIRES VEH 1382 WO 32102	\$83.54
		176487		TIRES VEH 1374 WO 32103	\$72.68
		176488		TIRES VEH 1368 WO 32104	\$83.54
		176489		TIRES VEH 2257 WO 32105	\$72.68
		176491		TIRES VEH 2370 WO 32106	\$83.54
		176492		TIRES VEH 1003 WO 32107	\$83.54
		176493		TIRES VEH 2344 WO 32108	\$72.68
		176494		TIRES VEH 2409 WO 32109	\$83.54
		176495		TIRES VEH 1004 WO 32110	\$83.54
		176496		TIRES VEH 1010 WO 32111	\$83.54
		176497		TIRES VEH 1008 WO 32112	\$83.54
		176498		TIRES VEH 1371 WO 32113	\$72.68
		176500		TIRES VEH 2297 WO 32117	\$72.68
		176501		TIRES VEH 1009 WO 32119	\$83.54
		176502		TIRES VEH 1370 WO 32121	\$83.54
		176503		TIRES VEH 1377 WO 32122	\$83.54
		176505		TIRES VEH 2411 WO 32123	\$83.54
		176506		TIRES VEH 1103 WO 32124	\$83.54
		176507		TIRES VEH 1337 WO 32125	\$83.54
		176508		TIRES VEH 1108 WO 32126	\$83.54
		176509		TIRES VEH 0308 WO 32127	\$72.68
		176554		TIRES VEH 1376 WO 32135	\$543.83
		176555		TIRES VEH 1340 WO 32134	\$540.22
		176556		TIRES VEH 1002 WO 32133	\$543.83
FASTENERS INC		S3559258.001	200542	SHOP SUPPLIES-BITS-BOLTS-SCREW	\$43.74
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$111.64



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From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER	S015026	3/13-509-946-4078	200451	TELEPHONE CHARGE 3/22/13-4/21/	\$27.53
FRONTIER INDUSTRIAL CORP		9031B	200247	FILTERS VEH 7141 WO 31898	\$173.33
G & R AG PRODUCTS INC		2132263-0001-02	200248	VALVE VEH 0800 WO 31739	\$157.35
JIM'S PACIFIC GARAGES INC		1169417	200261	RTRN TEMP SW VEH 6459 WO 31235	(\$34.10)
				RTRN CORE VEH 3269 WO 27682	(\$60.00)
				TAX ON RETURNS	(\$8.09)
		1177299		DIPSTICK VEH 3255 WO 32064	\$34.14
		1177500		FILTER VEH 3255 WO 3255	\$28.49
		1177855		OVRL KIT VEH 3286 WO 32040	\$430.69
		1178447		AIR SPRING VEH 3286 WO 32040	\$334.27
		1178585		FILTERS VEH 3269 WO 32167	\$73.80
		1178757		AIR SPRING VEH 3286 WO 32040	\$295.17
JT AUTOMOTIVE PARTS INC DBA		280247	200262	SHOP SUPPLIES	\$92.29
		280597		BLADES VEH 2390 WO 32056	\$19.45
		280699		SHOP TOOLS	\$18.40
		280811		SHOP TOOLS	\$84.97
		281270		BULB VEH 6534 WO 32115	\$17.54
		281294		FILTERS VEH 2390 WO 32153	\$18.09
		281295		FILTERS VEH 2320 WO 32154	\$38.37
		281297		FILTERS VEH 2347 WO 32155	\$38.37
		281298		FILTERS VEH 2302 WO 32156	\$20.76
		281303		OIL VEH 6534 WO 32115	\$15.03
		281347		BLADES VEH 2342 WO 31995	\$17.86
		281350		FILTERS VEH 7141 WO 32089	\$342.51
		281354		FILTERS VEH 3231 WO 32161	\$126.88
		281355		FILTERS VEH 2395 WO 32160	\$26.62
		281356		FILTERS VEH 3288 WO 32162	\$16.29
		281357		FILTERS VEH 2402 WO 32163	\$25.91
		281358		FILTERS VEH 2403 WO 32164	\$25.91
		281359		FILTERS VEH 3211 WO 32159	\$82.74
		281360		FILTERS VEH 3265 WO 32165	\$103.79
		281361		SHOP SUPPLIES	\$324.90
		281379		RTRN FILTER VEH 3231 WO 32161	(\$29.26)
		281394		FILTERS VEH 3192 WO 32169	\$17.83
		281396		FILTERS VEH 3204 WO 32170	\$87.58
		281397		FILTERS VEH 2289 WO 32171	\$11.99
		281405		FLUID VEH 3313 WO 32172	\$30.30
		281408		FILTERS VEH 3316 WO 32174	\$15.99
		281409		FILTERS VEH 3317 WO 32175	\$15.99
		281460		FILTER VEH 1103 WO 32181	\$18.95
	281515		SHOP SUPPLIES	\$24.31	



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		281544	200262	FILTERS VEH 3232 WO 32191	\$25.50
KAMAN INDUSTRIAL TECHNOLOGIES		M500816	200265	LINK VEH 7135 WO 30809	\$65.47
LES SCHWAB TIRE CENTER		42800016647	200273	TIRES VEH 1348 WO 32085	\$87.72
MCCURLEY CHEVROLET		273172	200466	REPLACE GASKETS VEH 1368 32082	\$864.68
		273398	200558	RADIATOR VEH 3232 WO 32192	\$1,186.65
		273958		PS PUMP VEH 3192 WO 32225	\$1,753.49
		827471	200466	MIRROR VEH 2354 WO 32210	\$188.23
		827474	200558	HANDLE VEH 2354 WO 32210	\$20.59
		827727	200466	HOSES/HANDLE VEH 2272 31874	\$131.42
		827746	200558	HANDLE VEH 2272 WO 31874	\$51.59
NOVUS GLASS		I0000822	200282	REPAIR VEH 2306 WO 32146	\$32.49
		I0000823		REPAIR VEH 2402 WO 32145	\$32.49
		I0000872		REPAIR VEH 2408 WO 32073	\$32.49
OWEN EQUIPMENT COMPANY		00156871	200472	ELEVATOR CHAINS VEH 7135 30809	\$4,999.49
PAPE' MATERIAL HANDLING		80027492	200285	RELAY VEH 0072 WO 32147	\$1,317.37
PRO BUILD COMPANY LLC		71431938	200483	WOOD PLANKS VEH 4118 WO 32015	\$86.63
		71431995		WOOD PLANKS VEH 4118 WO 32015	\$28.16
ROWAND MACHINERY CO		129075	200302	FLAIL VEH 7122 WO 31458	\$1,561.38
		129532	200488	TOOTH VEH 7120 WO 31976	\$216.19
SONSHINE COLLISION SERVICES INC		25623	200570	REPAIRS VEH 2389 WO 31959	\$14,772.72
TACOMA SCREW PRODUCTS INC		22073806	200494	SHOP TOOLS	\$64.00
TRANSPORT EQUIPMENT CO INC DBA		141407	200498	HUB CAPS VEH 3310 WO 32118	\$34.08
		141427		SWITCH VEH 3282 WO 32027	\$74.70
		141552		FILTERS VEH 3269 WO 32167	\$97.40
		141630		BRACKET VEH 3284 WO 32023	\$183.75
		141648		FILTER VEH 3292 WO 32193	\$71.50
		141649		FILTER VEH 3309 WO 32194	\$71.50
		141650		FITLER VEH 3310 WO 32195	\$71.50
		141883		PIGGYBACK KIT VEH 3284 32231	\$38.94
		142013	200576	SEALS VEH 3222 WO 31857	\$43.55
		931088		RING GEAR VEH 3203 WO 32251	\$3,210.90
WESTERN INTEGRATED TECHNOLOGIES INC		1330208	200323	THREAD ELB VEH 7092 WO 31504	\$27.81
		1332388		VALVE VEH 7141 WO 31815	\$186.64
		1333364		FITTING VEH 7141 WO 31866	\$30.31
WESTERN STATES EQUIPMENT COMPANY		PC110253274	200510	PLUG KIT VEH 7126 WO 31963	\$11.02
		PR110019152		RETURN FILTERS VEH 7130 31831	(\$114.39)
		WO110089637		COOLING REPAIR VEH 6576 32047	\$1,284.96
		WO110089927	200581	PARKING BRAKE VEH 7131 32257	\$2,917.46
WESTERN SYSTEMS & FABRICATION INC		3484	200325	FILTER VEH 3281 WO 32025	\$219.64
		3492		ELEMENT VEH 3284 WO 31646	\$588.24
WONDRACK DISTRIBUTING INC		0423352	200512	OFF ROAD DYED DIESEL/LANDFILL	\$7,905.46



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WONDRACK DISTRIBUTING INC		0707915	200512	CARDLOCK FUEL 3/16-3/22/13	\$19,792.75
XEROX CORPORATION		066374367	200327	W5135PT COPIER LEASE-FEB	\$115.23
EQUIPMENT MAINTENANCE TOTAL ****					\$74,370.44
EQUIPMENT MAINTENANCE FUND Total ***					\$74,370.44
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
CIMLINE INC	P052427	107076	200436	ONE (1) NEW CIMLINE 230 GALLO	\$62,500.00
EQUIPMENT REPLACEMENT TOTAL ****					\$62,500.00
EQUIPMENT REPLACEMENT FUND Total ***					\$62,500.00
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN039442A	200208	TAX FOR INV #ARIN039442	\$15.21
		ARIN039707		ASBUILTS	\$465.96
ALDRICH, NANCY		032113 ALDRICH	200329	STRMWTR MTG/MOSES LAKE/ALDRICH	\$19.19
CITY OF RICHLAND		040113	200437	PW RECORDING FEES	\$148.00
		13-021 STEWART	200530	SOIL ENG/SANTA CLARA/STEWART	\$652.06
FRONTIER	S015027	3/13-206-188-2614	200451	TELEPHONE CHARGES 3/19/13-4/18	\$164.99
	S015026	3/13-509-946-4078		TELEPHONE CHARGE 3/22/13-4/21/	\$70.21
HEWLETT PACKARD COMPANY	P052438	52508842	200256	HP DESIGNJET T2300 POSTSCRIPT	\$1,000.00
INTERNATIONAL MUNICIPAL SIGNAL ASSN		2013 DUES NOGA	200260	2013 DUES - MARK NOGA	\$40.00
MID COLUMBIA ENGINEERING INC	P052205	ST005534	200382	ALICIA LOVE, ENGINEERING ASSIS	\$1,029.60
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$157.00
RICHLAND ACE HARDWARE		35171	200299	POWER BIT, FASTENERS	\$11.57
STAPLES CONTRACT & COMMERCIAL INC	S014968	3192338220	200306	DUST DESTROYER	\$11.86
	S014968	3193145244		FILE TABS/FOLDERS	\$94.22
	S015011	3193243339		LABELS/HILITER/PHOTO PAPER	\$150.66
	S015011	3193243341		HIGHLIGHTERS	\$18.35
	S015011	3193243343		100% COTTON PAPER	\$26.73
	S015011	3193469238		WIRELESS MOUSE	\$126.03
	S014968	3193578042		FILE POCKETS/EXP POCKETS	\$72.31
	S014968	3193578045		FILE DRAWER POCKETS	\$29.01
	S015011	3193859824		DIVIDERS/TABS/SHARPIES	\$113.82
	S015011	3193859825		POST IT NOTE	\$22.95
	S015011	3194469992		PLASTICE FOLDER TABS	\$6.06
	S015011	3194604682		CABLE TIES/3-HOLE PUNCH	\$80.90
	S015011	3194604684		DUST DESTROYER	\$11.86
	S015011	3194927979		16GB DATATRAVELER	\$17.86
STEWART, DONNA		13-021	200573	FUEL-BAGGAGE/SOIL ENG/STEWART	\$122.85



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
US BANK EQUIPMENT FINANCE INC		224051813	200318	XEROX 6604 CONTRACT PAYMENT	\$81.60
WA STATE GOOD ROADS & TRANSPORTATION ASSN		WSGRTA 4/18/13	200505	ROGALSKY-WSGRTA MTG 4/18/13	\$30.00
PW ADMIN & ENGINEERING TOTAL ****					\$4,790.86
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$4,790.86
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
MATRIX ABSENCE MANAGEMENT INC		1023572	200276	QTRLY ADMIN FEES 3/13-5/13	\$9,250.00
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$9,250.00
WORKERS COMPENSATION FUND Total ***					\$9,250.00
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
ANOVAWORKS		11191	200418	INFLUENZA VACCINE	\$25.00
LIFE INSURANCE COMPANY OF NORTH AMERICA		03/2013-FLI051384	200274	FLI051384 PREMIUMS-MAR 2013	\$9,306.47
		03/2013-LK030278		LK030278 PREMIUMS-MAR 2013	\$11,181.48
		03/2013-OK807703		OK807703 PREMIUMS-MAR 2013	\$2,551.28
MAGELLAN BEHAVIORAL HEALTH		APR2013/SELFBILL	200465	APRIL 2013 EAP	\$674.97
REHN & ASSOCIATES INC		012413	200296	HRA PLAN RENEWAL 1/1-12/31/13	\$250.00
VERDE SERVICES INC		847621	200503	1ST QTR 2013 FLEX BENEFIT PLAN	\$660.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$24,649.20
HEALTH CARE/BENEFITS PLAN Total ***					\$24,649.20
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
ANDERS, PETER		AP00003703281301	200332	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003503281301	200340	MEDICARE PREMIUM/BOWLS	\$104.90
CAFFALL, ELWYNN C DDS		020613RE	200523	DENTAL DOS 2/6/13	\$60.80
CANFIELD, HARRY R		031813HC	200525	N/C MEDICINES	\$860.75
		AP00000403281301	200344	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		AP00000503281301	200346	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FM ACCT #439463		AP00000603281301	200349	MEDICARE PREMIUM/CLARK	\$104.90
COLLEY, MARIA DEL REFUGIO J		040313JT	200532	CNA FEES 216 HRS 3/17-4/3/13	\$1,799.28
DOWNS, DANNY		AP00005103281301	200356	MEDICARE PREMIUM/DOWNS	\$104.90
ELIASON, CURTIS		AP00003303281301	200359	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		032013RE	200541	N/C PRESCRIPTION 3/22/13	\$196.20
		AP00000903281301	200362	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006003281301	200364	MEDICARE PREMIUM/FERRIANS	\$104.90
HALL-MULLEN, STEPHANIE		104JT	200452	CNA FEES 24 HRS 3/28-3/29/13	\$199.92



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOUCHIN, EARL		AP00001203281301	200369	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E		AP00003403281301	200373	MEDICARE PREMIUM/JOHNSON	\$103.90
JONES, HAROLD		AP00005503281301	200374	MEDICARE PREMIUM/JONES	\$104.90
KENNEDY, LAURA A		033013JT	200461	CNA FEES 72 HRS 3/20-3/30/13	\$599.76
KEYS, JACK D		AP00006203281301	200375	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		032613RL	200554	N/C PRESCRIPTION 3/26/13	\$127.99
		AP00006403281301	200376	MEDICARE PREMIUM/LAHTI	\$103.90
MITCHELL, RAYMOND L		AP00001503281301	200383	MEDICARE PREMIUM/MITCHELL	\$104.90
MYERS, EDWARD A		AP00007603281301	200385	MYERS/MEDICARE PREMIUM	\$104.90
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$16.33
POLLARD, JAMES		AP00004803281301	200389	MEDICARE PREMIUM/POLLARD	\$99.90
QUAIL RIDGE DENTAL INC		111312DM	200293	DENTAL DOS 11/13/12	\$132.60
RONEY, LARRY		AP00003603281301	200391	MEDICARE PREMIUM/RONEY	\$104.90
SHARON'S CARE		031613JT	200304	CNA FEES 36HRS 3/16-17/13	\$299.88
		033113JT	200569	CNA FEES 72 HRS 3/23-3/31/13	\$599.76
TOLRUD, JOHN		AP00001803281301	200399	MEDICARE PREMIUM/TOLRUD	\$104.90
WEST, ROYAL		AP00002003281301	200404	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007503281301	200408	MEDICARE PREMIUM/WILLIAMSON	\$101.90

FIRE PENSION TOTAL ****

\$7,086.17

FIREMAN'S PENSION Total ***

\$7,086.17

FUND 612

POLICEMEN'S PENSION FUND

Division:

217

POLICE PENSION

BAKER, MARSHALL R	AP00006303281301	200334	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR	AP00004903281301	200336	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY	AP00003803281301	200339	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A	AP00004203281301	200341	MEDICARE PREMIUM/BRUNSON	\$104.90
CLEAVENGER, WILL J	AP00007303281301	200350	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M	AP00007403281301	200351	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY	AP00006603281301	200352	MEDICARE PREMIUM/COUCH	\$104.90
DEMYER, JAMES JOHN	112012JD	200539	NC PRESCRIPTION 11/20-3/17/13	\$488.77
DERRICK, GEORGE	AP00000703281301	200355	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER	AP00000803281301	200358	MEDICARE PREMIUM/DUCHEMIN	\$104.90
ESC IV LP DBA	AP00007203281301	200361	WIEBOLDT/ASSISTED LIVING	\$4,585.00
GANLEY, JOHN M	AP00007903281301	200366	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C	AP00007803281301	200368	HIGGINS MEDICARE PREMIUM	\$103.90
LEWIS, DAVID L	AP00004303281301	200378	MEDICARE PREMIUM/LEWIS	\$101.90
LOHDEFINCK, RICHARD N	AP00002303281301	200379	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART	AP00002503281301	200380	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT	AP00007103281301	200384	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER	02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$16.33



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SPARKS, DAVID W		032513DS	200571	OTC MEDICINE 3/25/13	\$29.23
		AP00005903281301	200394	MEDICARE PREMIUM/SPARKS	\$104.90
TAYLOR, KENNETH		AP00002703281301	200397	MEDICARE PREMIUM/TAYLOR	\$104.90
THOMAS, GERALD D		AP00003203281301	200398	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003103281301	200401	MEDICARE PREMIUM/TURNER	\$104.90
WASHINGTON, CLARENCE D MD		011613RT	200580	121338 DOS 1/16/13	\$5.96
WENDLAND, WALTER		AP00001903281301	200402	MEDICARE PREMIUM/WENDLAND	\$104.90
WIEBOLDT, THOMAS		AP00004003281301	200406	MEDICARE PREMIUM WEIBOLDT	\$104.90
WILMOTH, ROD		AP00004503281301	200409	MEDICARE PREMIUM/WILMOTH	\$104.90
YOUR PROBLEMS SOLVED INC DBA		252345AM	200582	21MA14 CNA FEES 3/11-3/21/13	\$117.00
ZIMMERMAN, GERALD		AP00005003281301	200410	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$7,650.99
POLICEMEN'S PENSION FUND Total ***					\$7,650.99

FUND 641 SOUTHEAST COMMUNICATIONS CTR**Division:** 600 SECOMM OPERATIONS GENERAL

BARBER, JAMES		040113	200515	BARBER-USB CABLE	\$27.02
CENTURYLINK		03/13-313896250	200227	GENERAL 3/6-4/5/13	\$74.75
		03/13-5096243863	200434	GENERAL 3/16-4/16/13	\$7.31
CITY OF RICHLAND		2707734	200232	BCEC UTILITIES 2/1-3/1/13	\$2,357.56
FRONTIER		03/13-2061881060	200451	GENERAL 3/19-4/18/13	\$353.49
		03/13-2061882381	200245	GENERAL & E911 3/10-4/9/13	\$215.15
		3/13-206-150-0121		GENERAL 3/1-31/13	\$71.19
		3/13-206-150-0294	200451	GENERAL PHONE 3/19-4/18/13	\$57.11
		3/13-509-628-1472	200245	GENERAL 3/4-4/3/13	\$55.85
		3/13-509-628-2608		GENERAL 3/7-4/6/13	\$75.40
HARRINGTON'S TROPHIES		031913	200252	DISPATCHER OF THE YEAR CLOCK	\$75.81
LANGUAGE LINE SERVICES LLC		3115169	200269	TRANSLATION SRVCS-FEBRUARY '13	\$102.12
POCKETINET COMMUNICATIONS INC		4785	200290	WIRELESS TRN & INTERNET-APRIL	\$346.50
SPRAGUE PEST SOLUTIONS		2024016	200489	CONTRACT SERVICES-MARCH 2013	\$42.39
VERIZON WIRELESS		9701111719	200319	EMPLOYEE CELLPHONES	\$275.51
WASHINGTON COMMUNICATIONS LLC DBA	P052188	549411	200507	LABOR AND PARTS FOR MICROWAVE	\$9,530.40
WASHINGTON STATE PATROL		00050237	200509	ACCESS USER FEES JAN-MAR 2013	\$5,331.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$18,998.56

Division: 601 E911 OPERATIONS

ENTERPRISE RENT A CAR		117140	200443	CAR RENTAL 13-107 BARBER	\$135.37
FRONTIER		03/13-2061882381	200245	GENERAL & E911 3/10-4/9/13	\$215.15
		3/13-509-735-2383		E911 3/7-4/6/13	\$398.69
POCKETINET COMMUNICATIONS INC		4785	200290	WIRELESS TRN & INTERNET-APRIL	\$270.75
E911 OPERATIONS TOTAL ****					\$1,019.96



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 602	SECOMM AGENCY				
OXARC INC		F279383	200284	FIRE EXT MAINTENANCE	\$50.06
				SECOMM AGENCY TOTAL ****	\$50.06
				SOUTHEAST COMMUNICATIONS CTR Total ***	\$20,068.58
FUND 642	800 MHZ PROJECT				
Division: 610	800 MHZ				
BENTON PUD	P052542	3/13-3423907365	200425	RATTLESNAKE MTN RACK LEASE	\$1,776.06
		3/13-4843174575	200221	SILLUSIS & BADGER 1/18-2/28/13	\$506.51
UNITED PARCEL SERVICE	S015013	0000986641113A	200317	SHIPPING CHARGE CORRECTION FOR	\$2.44
	S015013			GROUND PKG WITH INSURANCE TO	\$289.33
				800 MHZ TOTAL ****	\$2,574.34
Division: 611	MICROWAVE				
CENTURYLINK		3/13-541-922-0703	200226	MICROWAVE LINK 3/8-4/8/13	\$71.32
				MICROWAVE TOTAL ****	\$71.32
				800 MHZ PROJECT Total ***	\$2,645.66
FUND 643	EMERGENCY MANAGEMENT				
Division: 620	STATE / LOCAL ASSISTANCE				
CITY OF RICHLAND		2707734	200232	BCEC UTILITIES 2/1-3/1/13	\$392.93
SPRAGUE PEST SOLUTIONS		2024016	200489	CONTRACT SERVICES-MARCH 2013	\$42.39
STAPLES CONTRACT & COMMERCIAL INC	S014970	3192756100	200306	CALCULATOR	\$103.89
	S014970	3192840533		PENCIL SHARRPENER/POST IT'S	\$58.72
	S014970	3192840534		ERASER CAPS	\$1.09
	S014970	3192840535		ENVIROSTICK PENCIL	\$2.65
VERIZON WIRELESS		9701111719	200319	EMPLOYEE CELLPHONES	\$57.67
				STATE / LOCAL ASSISTANCE TOTAL ****	\$659.34
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
CALVERT, BRIAN		13-155 AIRFARE	200429	NREP/AIRFARE/CALVERT 13-155	\$351.60
		13-168-CALVERT	200343	ACCESS VBA/SEATTLE/CALVERT	\$49.76
CITY OF RICHLAND		13-168CALVERT	200348	ACCESS VBA/SEATTLE/CALVERT	\$385.82
		2707734	200232	BCEC UTILITIES 2/1-3/1/13	\$392.93
PITNEY BOWES PURCHASE POWER		02/13-1127-9365	200388	POSTAGE 2/01/13 TO 2/28/13	\$470.12
POCKETINET COMMUNICATIONS INC		4785	200290	WIRELESS TRN & INTERNET-APRIL	\$49.50
				RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****	\$1,699.73
Division: 622	DOE EMERGENCY PREPAREDNESS				
BECK, JEREMY		13-177 BECK	200338	SERC MTG/CAMP MURRAY/BECK	\$61.00
CITY OF RICHLAND		2707734	200232	BCEC UTILITIES 2/1-3/1/13	\$392.93
OXARC INC		F279383	200284	FIRE EXT MAINTENANCE	\$50.06



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POCKETINET COMMUNICATIONS INC		4785	200290	WIRELESS TRN & INTERNET-APRIL	\$49.50
VERIZON WIRELESS		9701111719	200319	EMPLOYEE CELLPHONES	\$57.67
DOE EMERGENCY PREPAREDNESS TOTAL****					\$611.16
Division: 623 JURISIDITION					
CENTURYLINK	P052524	70193354	200433	MAINTENANCE ON EOC PHONES	\$920.55
CITY OF RICHLAND		2707734	200232	BCEC UTILITIES 2/1-3/1/13	\$392.93
POCKETINET COMMUNICATIONS INC		4785	200290	WIRELESS TRN & INTERNET-APRIL	\$49.50
JURISIDITION TOTAL ****					\$1,362.98
EMERGENCY MANAGEMENT Total ***					\$4,333.21



City Of Richland

VL-1 Voucher Listing

From: 3/25/2013 To: 4/5/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,354,337.35

Number of Invoices

Amount

Vouchers In Richland	129	\$57,815.38
Vouchers In Tri Cities	130	\$751,974.02
Vouchers In WA	153	\$201,797.08
Vouchers Outside WA	461	\$342,750.87
Vouchers Final Total.....	873	\$1,354,337.35

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$40,092.87	2.96%
3	SUPPLIES	\$102,146.76	7.54%
4	OTHER SERVICES & CHARGES	\$299,229.69	22.09%
5	INTERGOVERNMENTAL SERVICES	\$139,145.56	10.27%
6	CAPITAL PROJECTS	\$644,328.26	47.58%
	MACHINERY & EQUIPMENT	\$104,843.58	7.74%
8	INTEREST	\$6.28	0%
9	INTERFUND SERVICES	\$53.47	0%
	INVENTORY PURCHASES	\$24,490.88	1.81%
	Total	\$1,354,337.35	



Council Agenda Coversheet

Council Date: 04/16/2013

Category: Items of Business

Agenda Item: B1

Key Element: Key 4 - Central Richland and Island View District Revitalization

Subject: PROPOSED DEVELOPMENT AGREEMENT WITH KADLEC REGIONAL MEDICAL CENTER

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute the Healthcare Campus Development Agreement with Kadlec Regional Medical Center.

Summary:

Kadlec is among the fastest growing hospitals in the country. Over the past 11 years, the workforce has grown from about 740 to over 2,200 employees. The total payroll has increased from \$30 million to over \$140 million, and the number of patients seen, both inpatients and outpatients, has grown from 110,000 to over 400,000. The robust growth has made Kadlec the largest employer in Richland's Central Business District and the fourth largest private employer in the Tri-Cities. This growth has made Kadlec a major driver of the economic health and vitality of the Central Business District and the entire region.

Kadlec expects to continue this growth and has worked with the Planning Commission and staff on the development of a Master Plan to guide the development of their medical campus over the next several decades. This Master Plan was presented to Council at their January workshop. The Master Plan was the basis of the proposed Development Agreement. The agreement covers a number of topics but the most provocative is the potential vacation of a portion of Goethals Drive from the ambulance entrance on the north end of the hospital to Carondelet Drive. Much of Kadlec Regional Medical Center's growth will occur on the east side of Goethals, while the hospital is on the west side of Goethals. Kadlec is seeking to create a campus and having a public right of way splitting the grounds does not meet that vision.

The Development Agreement does not require the City to vacate Goethals but anticipates a formal review process. If the Council ultimately determines that it is not in the best interest of the City to vacate Goethals, the Development Agreement is nullified. If Council agrees to vacate Goethals, Kadlec agrees to purchase the vacated Right of Way at appraised value and other elements of the Development Agreement are also secured.

The Planning Commission reviewed the Development Agreement and provided a positive recommendation to Council. At the Planning Commission meeting, a representative from Lourdes Counseling Center expressed general support for Kadlec's growth but also requested that Lourdes 'not be forgotten' during the vacation process. Staff will meet with Lourdes prior to the Council meeting and will provide an update as part of their presentation. Staff received one public comment, which is attached as part of the Planning Commission staff report. The vacation process provides for public input through several public hearings.

Fiscal Impact?

☐ Yes ☒ No

There is no direct fiscal impact from entering into the Development Agreement. If the Council does approve vacating Goethals, Kadlec has agreed to purchase the Right of Way at appraised value. The intent is to use these proceeds toward the development of parking at George Prout Pool. Non-hospital growth of Kadlec Regional Medical Center is subject to property tax and would increase taxable assessed values within the Central Business District.

Attachments:

- 1) Proposed Development Agreement
- 2) Planning Commission Staff Report

City Manager Approved:

Johnson, Cindy
Apr 11, 13:16:11 GMT-0700 2013

HEALTHCARE CAMPUS DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is dated as of the __ day of _____, 20__, and is entered into by and between **Kadlec Regional Medical Center**, a Washington non-profit corporation (“Kadlec”), and the **City of Richland**, a Washington municipality (“City”).

RECITALS

A. Kadlec is a Washington non-profit corporation and is among the fastest growing hospitals in the country. Kadlec’s current campus consists of approximately 11 acres and is legally described in Exhibit A. The vast majority of Kadlec’s growth has occurred on this relatively small campus. Immediately to the east of Kadlec’s current campus are approximately 14 acres, the majority of which was acquired by Kadlec through property acquisitions dating back to 1990 and is legally described in Exhibit B. Separating the 11 acre campus from the acquired 14 acre parcel is Goethals Drive, a secondary north-south arterial currently built at 54 feet in width (two, 20 foot lanes and two six foot sidewalks, except for the segment between the Emergency Room driveway on the west side of Goethals Drive and Carondelet Drive which is only improved with a six foot sidewalk on the east side) within a right of way of 60 feet. Kadlec has plans to develop these additional 14 acres and create a healthcare campus of medical office buildings (east campus) which will support the current Kadlec facilities and create a campus-oriented destination for individuals seeking medical services. The 14 acres will support the development of new medical office buildings and the employment of additional new employees.

B. The City is a Washington municipality which was developed in large part by the US government during World War II. The City’s comprehensive plan land use designations include a category known as the Central Business District (CBD) which is located in an area that was developed by the US government and is currently in a transition phase. This land use designation includes a mix of residential, retail, service, and business uses that provide for the daily convenience needs of on-site and nearby employees and residents. The purpose is to provide for pedestrian and transit-oriented high density employment and cultural uses together with limited complementary retail and higher density residential, and other compatible uses that enhance the CBD. Kadlec’s current campus and east campus are located in the City’s CBD designation of the Comprehensive Land Use Plan, and the Zoning Code. Further, the campus is located within the “Medical District Overlay (MDO) of the CBD zone. The MDO encourages medical-related uses subject to varying site development requirements.

C. Kadlec’s strategic plan anticipates growing demand for medical services with the majority of inpatient care being provided in regional medical centers. As a result, Kadlec envisions attracting patients from the surrounding communities throughout south central Washington and north central Oregon. Due to the demographics of the region Kadlec believes the demand for health care services will create significant business growth. The additional demand at Kadlec could provide a positive impact to the economic health and vitality of the

CBD. Kadlec desires to create a well planned medical center campus that supports the City's vision for a CBD where people live, work, and play and create a more pedestrian-friendly health care campus that will provide a safer and more attractive environment for increased foot traffic between the hospital, the expanded east portion of the campus, and the surrounding neighborhoods.

D. Kadlec and the City entered into a Ground Lease Agreement dated August 21, 2008 (C72-08) for an area owned by the City and known as Sutch Park which in large part abuts Kadlec's current campus and the acquired east campus. In accordance with the Lease, it is the intent of Kadlec, in cooperation with the City, to develop the Sutch Park area with medical and/or office buildings and to incorporate open landscaped areas including a paved pedestrian pathway for usage by the general public.

E. Kadlec and the City wish to work cooperatively to develop Kadlec's medical center campus, incorporating Kadlec's current campus, its east campus, and the development proposed for the property described in the Ground Lease Agreement dated August 21 (C72-08), as amended herein, in conjunction with the vision the City has for the CBD. Kadlec desires predictability and certainty as to the development regulations relating to its development of its medical center campus and the legislature has authorized execution of development agreements between local jurisdictions and entities having ownership or control of real property within its jurisdiction to govern and vest the development, use and mitigation of the development of the real property for the duration specified in the Agreement pursuant to RCW 36.70B.170(1).

AGREEMENT

1. OBLIGATIONS of CITY of RICHLAND.

- A. The City will initiate the process to vacate Goethals Drive from the Kadlec Emergency Room driveway north to the intersection of Carondelet Drive in advance of opening the 1100 Goethals Medical Office Building referenced below in Section 2(B). The City agrees to supply the legal description for the area to be vacated, in a form reasonably acceptable to Kadlec and sufficient to record, within 30 days of the execution of this Agreement and which will be attached as Exhibit C and depicted in Exhibit D to this Agreement.
- B. If the vacation process is successful, the City agrees to sell to Kadlec the vacated portion of Goethals Drive at current market rates after Kadlec records an easement to the City over the vacated portion of Goethals Drive for the ongoing operation, maintenance and repair of city utilities currently located under Goethals Drive. The vacation shall not take effect until Kadlec completes a new campus roadway connection by making site improvements to secure vehicle travel connectivity between Goethals Drive and Gillmore Avenue.

- C. The City will continue to maintain to City of Richland standards the following portions of Goethals Drive: from Swift Boulevard to the intersection with the Kadlec Emergency Room driveway; and Goethals Drive north of the Carondelet Drive to Williams Boulevard as depicted in Exhibit E.
- D. The City will permit Kadlec to develop the vacated portion of Goethals Drive right-of-way as described in Exhibit C and depicted in Exhibit D into parking and an outdoor plaza, subject to approval of a site plan submitted by Kadlec to the City's Public Works Department. Said site plan shall identify parking, vehicular access, plaza locations, utility easements, storm drainage facilities, and landscaping, generally in accordance with Exhibit E.
- E. The City will permit Kadlec to fund and modify Goethals Drive, from Swift Boulevard north to the Emergency Room (ER) drive, into a tree-lined boulevard with a landscaped median, a lighted mid-block crosswalk, and reduce the traffic to a single lane in each direction subject to approval of a site plan by the City's Public Works Department that identifies all proposed changes to the Goethals Drive right-of-way. The traffic calming implemented will not include raised features (e.g., speed bumps or humps), or narrowed travel lanes that could impede emergency vehicle access to the Emergency Room entrance. The final design of any Goethals Drive modifications will be subject to approval by the City Engineer, whose professional judgment regarding public street design standards shall not be constrained by this agreement.
- F. The City will relocate the mid-block cross walk on Jadwin Avenue to align with the Urban Greenbelt Trail across the campus and develop a short trail that connects the crosswalk to the path east of Jadwin Avenue as depicted in Exhibit E.
- G. The City will accept a dedication of a new boulevard entrance/access off of Jadwin Avenue, when said entrance/access is built to City of Richland standards.

2. OBLIGATIONS of KADLEC MEDICAL REGIONAL CENTER.

- A. Kadlec agrees to purchase from the City the vacated portion of Goethals Drive right of way at current market rates and re-direct Goethals Drive from the Kadlec Emergency Room driveway north onto a new campus roadway connecting with Gillmore Avenue (Exhibit E).
- B. Kadlec will construct a 60,000 square foot medical office building at 1100 Goethals. It is anticipated the building will open in late 2013.
- C. Kadlec will develop the portion of Sutch Park that parallels Goethals from the helipad parking lot north to the culvert under Carondelet Drive consistent with the Ground Lease Agreement dated August 21, 2008 (C72-08).

- D. Kadlec further agrees that upon approval of the vacation of Goethals Drive, but prior to demolition of the roadway, that the following shall be completed:
- i. Kadlec will connect Gillmore Avenue and Jadwin Avenue with a new street constructed to City of Richland street standards. In conjunction therewith Kadlec will extend an 8-foot wide walking path from Jadwin to the eastern boundary of the vacated right of way as depicted in Exhibit E. Kadlec will extend the 8-foot wide walking path from the vacated right of way to Sutch Park in conjunction with the site plan submission outlined in Section 1(D) above.
 - ii. Kadlec will design and install the vehicle route from Goethals Drive to the new boulevard entrance/access to allow vehicle travel, and will record a public access easement reserving vehicle connectivity between Goethals Drive and the new boulevard entrance/access. The easement and site design will be subject to review and approval by the City Engineer.
- E. Sutch Park Construction/Further Development.
- i. Kadlec plans to develop a medical office building located on the parking lot in the southeast corner of Sutch Park into a multi-story medical clinic (MOB 2). With the development of MOB 2, Kadlec will expand the Sutch Park development west to Stevens Drive consistent with the Ground Lease Agreement dated August 21, 2008 (C72-08).
 - ii. Kadlec plans to build out the upper four floors of the River Pavilion and complete the development of Sutch Park along Stevens Drive consistent with the Ground Lease Agreement dated August 21, 2008 (C72-08).
 - iii. Kadlec has plans to develop and construct two (2) additional medical office buildings (MOB 3 and 4) that will be developed using surface parking, if possible, with connecting plazas and walking paths to interconnect the east campus and the main medical center campus.
 - iv. Kadlec plans to construct a campus parking structure at a point where surface parking can no longer accommodate further campus development. It is envisioned that the parking structure would be located on the medical center campus and Kadlec would bear responsibility for the parking structure.
 - v. The contingency set forth in Recital D and all contingencies set forth in Section 1.1 of the Ground Lease Agreement dated August 21, 2008 (C72-08) shall be extended for a period of 10 years from the date this Agreement is executed. Except to the extent modified in this Agreement the Ground Lease Agreement dated August 21, 2008 (C72-08) shall remain in full force and effect.

- vi. Prior to further development as outlined in this Section 2(E), Kadlec will engage a consultant to perform a comprehensive campus parking and circulation plan and make recommendation for parking including a recommendation for a parking structure.

3. MUTUAL OBLIGATIONS.

- A. Parking at the George Prout Pool parking lot will be formalized in a lease agreement between the City and Kadlec. The number of spaces is not to exceed 50 spaces and the lot will be time limited. All Kadlec vehicles must be identified and out of the parking lot each day after 4:00 p.m. The term of the lease will not to exceed one year from the signing of this agreement. Payment for parking will be set at \$90.00 a space per year in 2013, and will be adjusted for inflation annually thereafter using an appropriate consumer price index.

4. **CONTINGENCY.** This Agreement is contingent upon the City being successful in vacating Goethals Drive as set forth in Section 1(A) above within 60 months of the execution of this Agreement. If the City is not successful then this Agreement shall terminate and be of no further force and effect.

5. **Vesting.** After the execution of this Agreement, Kadlec shall have a vested right to develop Kadlec properties in accordance with and to the extent permissible under the development regulations, design standards and city ordinances in existence as of the date of the adoption of this Agreement. Provided, however, that pursuant to RCW 36.70B.170(4), the City hereby reserves authority to impose new or different regulations relating to Kadlec properties, to the extent required by a serious threat to public health and safety. Additionally, this Section 5 shall not vest any rights for new construction as outlined in Section 2(E) unless site plan application for such new construction has been made within three (3) years of the execution of this Agreement.

6. **Successors, Assignment and Binding Effect.** All obligations that are not specifically granted solely to Kadlec or City in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. The Parties acknowledge that Kadlec shall have the right to lease, divide, assign, or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the property. Consent by the City shall not be required for any such lease, assignment, transfer or rights pursuant to this Agreement.

7. **Modification.** This Agreement and portions hereof shall not be modified or amended except in writing signed by the City and Kadlec or their respective successors-in-interest. Any modification or amendment of this Agreement must be approved by the Planning Commission for the City of Richland, and by resolution of the City Council following a hearing.

8. Further Good Faith Cooperation. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

9. No Presumption Against Drafter. This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

10. Notices. All communications, notices, and demands of any kind which a party under this Agreement is required, or desires to give to any other party, shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

City:	City of Richland Community & Development Services Attn: Bill King, Deputy City Manager 505 Swift Blvd Richland WA 99352-3510
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With a Copy to:	Office of the City Attorney City of Richland 505 Swift Blvd Richland WA 99352-3510
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Kadlec:	Kadlec Regional Medical Center Attn: Rand Wortman CEO 888 Swift Blvd Richland WA 99352-3514
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With a Copy to:	Miller, Mertens, Comfort & Kreutz, PLLC Attn: Kenneth A. Miller 1020 N Center Pkwy Ste B Kennewick WA 99336-7161
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Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the U.S. Mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

11. Waiver. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or

remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

12. Complete Agreement, No Oral Modifications. This agreement represents the complete and integrated agreement of the parties with respect to Kadlec and, except as set forth herein, there are no other agreements, covenants, representations or warranties (express or implied) between the parties with regard to the subject matter contained herein. Nothing in this agreement shall be deemed or construed to create a partnership or joint venture or to create any relationship other than as specified in this agreement. This agreement may not be amended except by a written document signed by the party(ies) to be bound thereby.

13. Governing Law; Rules of Interpretation; Attorney's Fees. This agreement shall be governed by the laws of the State of Washington without regard to conflicts of laws. Without limiting a party's right to bring any action in any other jurisdiction or forum, each party submits itself to the jurisdiction of the federal and local courts sitting in the State of Washington and to venue therein. It is the intent of the parties that this agreement be enforceable to the fullest extent permitted by law. If any provision of this agreement is capable of two or more interpretations or can be reformed so as to comply with applicable law while giving effect to the intent of such provision, then such provision shall be interpreted in the way most likely to be in compliance with applicable law. Although the printed provisions of this agreement were drawn by Kadlec, this agreement shall not be construed either for or against Kadlec or the City. In the event either party resorts to judicial proceedings to enforce any right within this agreement, the party ultimately prevailing in such proceedings shall be entitled to recover from the non-prevailing party the costs of such proceedings, including reasonable attorneys' fees, to the extent permissible under applicable law.

14. Mediation/Arbitration: Claims, disputes or other matters in dispute or question between the parties to this Agreement shall be resolved by arbitration unless the parties mutually agree otherwise. However, prior to any party demanding arbitration the parties agree to enter into up to eight (8) hours of mediation with a mediator jointly named by the parties. The cost of the mediation shall be shared equally by the parties and the parties agree to act in good faith to resolve all issues. Mediation shall be conducted pursuant to RCW Chapter 7.07. If the parties cannot agree to name a mediator, then either party may petition the Benton County Superior Court and the then presiding judge will name the mediator.

If mediation does not result in a complete resolution of any claim, dispute or other matter in dispute or question then such shall be decided in accordance with RCW Chapter 7.04A.

Demand for arbitration shall be filed in writing with the other party to this Agreement. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations and statute of repose. The arbitrator will be jointly named by the parties. If the parties cannot agree to name an arbitrator, then either party may petition the Benton County Superior Court and the then presiding judge will name the arbitrator. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of law. The arbitration hearing shall be held in Benton County, Washington.

15. Federal/State Compliance. Kadlec agrees to abide by all pertinent state and federal laws and regulations including HIPAA in the performance of its obligations hereunder; and represents and warrants that it has not been excluded from or barred from participation in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS, Tricare, or the retired railway workers benefit program, nor has it received a criminal conviction related to such health care program.

EXECUTED as of the date first above written.

Kadlec Regional Medical Center,
a Washington non-profit corporation

By: _____
Title: Chief Executive Officer

By: _____
Title: Chief Financial Officer

City of Richland
a Washington municipality

By: _____
Title: City Manager

By: _____
Title: City Attorney

STATE OF WASHINGTON)
)
COUNTY OF BENTON_____)

§

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, personally appeared _____, known to me to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as _____ of the **City of Richland**, to be the free and voluntary act and deed of said municipality for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
)
COUNTY OF BENTON_____)

§

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, personally appeared **Rand Wortman**, known to me to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chief Executive Officer of **Kadlec Regional Medical Center** to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) §
COUNTY OF BENTON)

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, personally appeared _____, known to me to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chief Financial Officer of **Kadlec Regional Medical Center** to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name: _____

INDEX OF EXHIBITS

EXHIBIT A – Legal description of Kadlec’s current campus

EXHIBIT B – Legal description of 14 acres East of Kadlec’s current campus

EXHIBIT C – Legal description of area to be vacated by City

EXHIBIT D – Depiction of area to be vacated by City

EXHIBIT E – Kadlec’s Site Plan re: vacated area identifying parking, vehicular access, plaza locations, utility easements, storm drainage facilities and landscaping. Also depicting the City’s proposed Jadwin Avenue crosswalk relocation. Also depicting Kadlec’s proposed new campus roadway redirecting Goethals Drive.

f:\healthcare campus development agreement 130113 kam.docx

EXHIBIT A
LEGAL DESCRIPTION

1-1198-201-1868-005

TRACT 1 (LOT 1), SHORT PLAT NO 1868 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1868, RECORDS OF BENTON COUNTY, WASHINGTON. TOGETHER WITH ALL OF TRACT 2 (LOT 2), SHORT PLAT NO. 1868 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1868, RECORDS OF BENTON COUNTY, WASHINGTON.

1-1198-202-0613-011

REAL PROPERTY LOCATED IN SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, BEING A PORTION OF BLOCK 613, PLAT OF RICHLAND, AS RECORDED IN VOLUMES 6 AND 7, RECORDS OF BENTON COUNTY, WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 4, SHORT PLAT 1868, AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 1868, RECORDS OF BENTON COUNTY; THENCE SOUTH 86°33'59" WEST, 178.82 FEET ALONG THE NORTH LINE OF SAID TRACT 4; THENCE SOUTH 78°20'06" WEST, 70.35 FEET TO THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 82°47'17" WEST 420.92 FEET ALONG THE NORTH LINE OF TRACT 1 OF SAID SHORT PLAT; THENCE SOUTH 84°01'50" WEST, 144.60 FEET ALONG SAID NORTH LINE; THENCE SOUTH 76°13'27" WEST, 131.23 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 AND THE EAST LINE OF STEVENS DRIVE; THENCE NORTH 18°00'56" WEST, 98.42 FEET ALONG SAID EAST LINE; THENCE NORTH 71°44'52" EAST, 305.36 FEET; THENCE SOUTH 18°15'08" EAST 117.32 FEET; THENCE SOUTH 82°21'52" EAST 275.00 FEET; THENCE NORTH 81°38'38" EAST, 104.18 FEET TO THE BEGINNING OF A 44.00 FEET RADIUS NONTANGENT CURVE (RADIUS POINT BEARS SOUTH 86°37'08" EAST); THENCE NORTHEASTERLY, 76.02 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°59'15"; THENCE LEAVING SAID CURVE NONTANGENTLY NORTH 50°20'50" EAST, 75.32 FEET TO THE BEGINNING OF A 33.50 FEET RADIUS NONTANGENT CURVE (RADIUS POINT BEARS NORTH 80°11'12" EAST); THENCE NORTHEASTERLY, 65.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 111°25'53"; THENCE LEAVING SAID CURVE NONTANGENTLY NORTH 44°30'00" EAST, 47.55 FEET; THENCE NORTH 00°46'45" WEST, 43.69 FEET; THENCE NORTH 82°34'14" EAST, 77.71 FEET TO THE WEST LINE OF GOETHALS DRIVE; THENCE SOUTH 00°46'45" EAST, 252.68 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

1-1198-201-1868-003

LOT 3, SHORT PLAT 1868, ACCORDING TO THE SHORT PLAT THEREOF, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1868, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

1-1198-201-1868-004

LOT 4, SHORT PLAT 1868, ACCORDING TO THE SHORT PLAT THEREOF, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1868, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B

LEGAL DESCRIPTION

1-1198-202-0615-003

LOT 3, BLOCK 615, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

1-1198-201-1941-003

LOT 3, SHORT PLAT 1941, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1941, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION VACATED GRIBBLE AVENUE PER ORDINANCE #22-05, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-019

LOT 9, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF VACATED GRIBBLE AVENUE PER ORDINANCE #22-05, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-011

LOT 1, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF VACATED GRIBBLE AVENUE PER ORDINANCE #22-05, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-201-2466-005

THAT PORTION OF LOT 1, SHORT PLAT 2466, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2466, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF LOT 3, BLOCK 616, PLAT OF RICHLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF VACATED GRIBBLE AVENUE, AS VACATED UNDER ORDINANCE NUMBER 22-05, RECORDED IN AUDITOR'S FILE NUMBER 2005-022679, RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING LOCATED IN SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00°46'55" EAST 32.90 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°12'50" EAST 209.52 FEET; THENCE SOUTH 00°47'10" EAST 142.11 FEET; THENCE SOUTH 89°12'50" WEST 209.53 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°46'55" WEST 142.11 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING

1-1198-201-2466-002

LOT 2, SHORT PLAT 2466, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2466, RECORDS OF BENTON COUNTY, WASHINGTON

1-1198-201-2466-003

THAT PORTION OF LOT 1, SHORT PLAT 2466, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2466, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF LOTS 2 & 3, BLOCK 616, PLAT OF RICHLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF VACATED GRIBBLE AVENUE, AS VACATED UNDER ORDINANCE NUMBER 22-05, RECORDED IN AUDITOR'S FILE NUMBER 2005-022679, RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING LOCATED IN SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°13'07" EAST 34.86 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE NORTH 65°51'58" EAST 144.09 FEET ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTHERLY LIMITS OF SAID GRIBBLE AVENUE VACATION TO THE EASTERLY RIGHT OF WAY MARGIN OF GRIBBLE AVENUE; THENCE NORTH 24°08'31" WEST 61.04 FEET ALONG SAID EASTERLY LINE TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 65°49'57" EAST 73.77 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 24°10'25" EAST 484.15 FEET ALONG THE EAST LINE OF SAID LOT 3 AND ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 65°49'57" WEST 168.56 FEET ALONG THE SOUTH LINE OF SAID LOT 2 AND THE WESTERLY PRODUCTION THEREOF TO A POINT ON THE EASTERLY PRODUCTION OF THE NORTH LINE OF LOT 2, SHORT PLAT 2466; THENCE SOUTH 89°04'23" WEST 248.16 ALONG SAID EASTERLY PRODUCTION AND ALONG SAID NORTH LINE TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°46'55" WEST 194.46 FEET ALONG SAID WEST LINE; THENCE NORTH 89°12'50" EAST 209.53 FEET; THENCE NORTH 00°47'10" WEST 142.11 FEET; THENCE SOUTH 89°12'50" WEST 209.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°46'55" WEST 32.90 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

1-1198-202-0616-018

LOT 8, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-017

LOT 7, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-201-2466-004

THAT PORTION OF LOT 1, SHORT PLAT 2466, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2466, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF VACATED GRIBBLE AVENUE, AS VACATED UNDER ORDINANCE NUMBER 22-05, RECORDED IN AUDITOR'S FILE NUMBER 2005-022679, RECORDS OF BENTON COUNTY, WASHINGTON; ALL BEING LOCATED IN SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SHORT PLAT 2466; THENCE NORTH 00°46'55" WEST 181.50 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°04'23" EAST 8.16 FEET ALONG THE EASTERLY PRODUCTION OF THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WESTERLY PRODUCTION OF THE SOUTH LINE OF LOT 2, BLOCK 616, PLAT OF RICHLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 65°49'57" EAST 64.52 FEET ALONG SAID WESTERLY PRODUCTION TO THE CENTERLINE OF SAID VACATED GRIBBLE AVENUE; THENCE SOUTH 24°08'31" EAST 225.19 FEET ALONG SAID CENTERLINE TO THE EASTERLY PRODUCTION OF THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°04'23" WEST 132.96 FEET ALONG SAID EASTERLY PRODUCTION AND ALONG SAID SOUTH LINE; THENCE SOUTH 66°05'35" WEST 37.66 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 23°54'25" WEST 15.97 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH LINE OF LOT 2 SHORT PLAT 2466; THENCE NORTH 89°04'23" EAST 17.20 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

1-1198-202-0616-016

LOT 6, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-014

LOT 4, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-015

LOT 5, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

EXHIBIT C
LEGAL DESCRIPTION
GOETHALS DRIVE RIGHT OF WAY VACATION

A STRIP OF LAND, 60.00 FEET IN WIDTH, BEING EXISTING RIGHT OF WAY FOR GOETHALS DRIVE, AS SHOWN ON THE PLAT OF RICHLAND, RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, AND BEING LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, WITH 30.00 FEET OF SAID WIDTH LYING ON EACH SIDE OF THE FOLLIWNG DESCRIBED LINE:

BEGINNING AT THE BRASS CAP MONUMENT MARKING THE INTERSECTION OF SAID GOETHALS DRIVE AND SWIFT BOULEVARD; THENCE NORTH 00°46'55" WEST 569.33 FEET ALONG THE CENTERLINE OF SAID GOETHALS DRIVE TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING NORTH 00°46'55" WEST 714.11 FEET ALONG SAID CENTERLINE OF GOETHALS DRIVE TO THE TERMINUS OF SAID LINE.

CONTAINS 72,847 SQURE FEET, MORE OR LESS

JOB 05713

DPB

F:\LEGALS\LEG13\05713.DOCX

EXHIBIT D

FOR KADLEC MEDICAL CENTER

LOCATED IN A PORTION OF THE NW 1/4 OF SECTION 11,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.

CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



CARONDELET

PARKING

CORRADO
BUILDING

CORRADO
PARKING

SWIFT BOULEVARD

FND. BRASS CAP
IN MON. CASE

30' 30'

GRIFFIN AVE.

BLOCK 653

PARCEL 'B'

PARCEL 'A'

PARCEL 'B'

ENTRANCE

30' 30'

LOT 2
S.P. NO. 2466

T.P.O.B.

LOT 2
S.P. NO. 1941

LOT 2
BLOCK 615

LOT 1
BLOCK 615

GOETHALS DRIVE
N0°46'55"W 569.33'

30' 30'

FND. BRASS CAP
IN MON. CASE

05713BASE.DWG 3-15-13



STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2013-103

PREPARED BY: RICK SIMON
MEETING DATE: MARCH 27, 2013

GENERAL INFORMATION:

APPLICANT: KADLEC (Z2013-103)

REQUEST: APPROVAL OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RICHLAND AND KADLEC REGIONAL MEDICAL CENTER

LOCATION: THE KADLEC MEDICAL CAMPUS LOCATED NORTH OF SWIFT BOULEVARD, EAST OF STEVENS DRIVE AND WEST OF GILMORE AVENUE.

REASON FOR REQUEST

Representatives from Kadlec have worked with City staff to draft a development agreement concerning the future development of the Kadlec Healthcare Campus.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed development agreement that would authorize the future expansion of the Kadlec Healthcare Campus (Z2010-113) and submits that:

- 1) State law (RCW 36.70B.120) provides legal authority for the City to enter into a development agreement with private property owners and Kadlec has requested to enter into such an agreement with the City;
- 2) The proposed development agreement would provide approval for Kadlec to construct proposed campus expansions under the City's existing development regulations and would provide for the extension of a pedestrian trail through Sutch Park. Said trail, when fully completed would completely ring the City's Central Business District;
- 3) The proposed development agreement calls for the City to consider the vacation of a portion of Goethals Drive that is classified as a local street under the City's Comprehensive Plan. Given the proximity of north-south arterial streets in the area, the vacation of this section of street would not significantly impact north-south traffic movements throughout Central Richland. The vacation process provides for additional public hearings and consideration of traffic impacts prior to the actual vacation;
- 4) The proposed development agreement would provide for an additional connector street, developed at Kadlec's cost, between Jadwin and Gilmore. Traffic studies indicate that this new connector will provide improved traffic flow as Kadlec continues to expand. The connector will be constructed should the Goethals Drive vacation be approved;

- 5) The proposed expansion of the Kadlec campus represents a substantial investment in the City's Central Business District and is consistent with the City's comprehensive plan goal of revitalizing the Central Business District;
- 6) Based on the above findings and conclusions, approval of the development agreement would be 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 (Z2013-103) and recommend to the City Council adoption of the development agreement with Kadlec.

ATTACHMENTS

- A. Supplemental Information
- B. RCW 36.70B.170 – 36.70B.210 concerning development agreements
- C. Public Comment – E-mail from Gwen Richter
- D. Draft Agreement
- E. Street Functional Classification System Plan

SUPPLEMENTAL INFORMATION

BACKGROUND

Kadlec Hospital has developed a plan for their campus, which calls for significant new construction of medical office buildings, the construction of additional floors on the hospital tower, the vacation of a portion of Goethals Drive, the rerouting of traffic in and around the medical campus, the construction of a new street entrance into the campus from Jadwin Avenue, the improvement of Sutch Park and the eventual construction of parking structures. See Exhibit E of the attached draft agreement for a copy of the Kadlec campus plan.

Kadlec representatives wish to pursue the development of their campus plan which will take an undetermined number of years to fully implement. They desire to enter into a development agreement with the City that will provide them assurances that they would be able to fully develop their campus under the existing rules that the City has in place. From the City's perspective, the development agreement provides some assurance that Kadlec will meet its commitments for improvements, such as the development of a new access drive into the campus or the improvement of Sutch Park.

Within the agreement, Kadlec would be obligated to complete the following:

- Purchase the vacated portion of Goethals Drive from the City and construct a new campus roadway connecting to Gilmore Avenue;
- Complete construction of the 60,000 square foot medical office building by the end of the year;
- Develop portions of Sutch Park as detailed in an existing lease agreement;
- Complete a walking path across the Kadlec campus;
- Design and build a new access route from the eastern portion of the Kadlec campus to Jadwin Avenue;
- Design and build a boulevard connecting to Goethals Drive.

The City would be obligated to complete the following:

- Initiate the process to vacate Goethals Drive from the Kadlec emergency room driveway northward to the intersection of Carondelet Drive;

- If the vacation is approved, the City agrees to sell the vacated right-of-way to Kadlec at current market rates;
- The City would continue to maintain the portion of Goethals Drive from the emergency room driveway south to Swift Boulevard and from the intersection of Carondelet Drive north to Williams Boulevard;
- The City will allow the vacated portion of Goethals Drive to be developed with parking and an outdoor plaza subject to approval of a site plan;
- The City will permit Kadlec to modify Goethals drive between the emergency room driveway and Swift Boulevard into a tree-lined boulevard with traffic calming features subject to approval of the City;
- The City will relocate the mid-block cross walk on Jadwin Avenue to align with the urban greenbelt trail across the Kadlec Campus and develop a short trail section to connect the crosswalk to the existing path east of Jadwin;
- The City will accept the dedication of the new boulevard entrance off of Jadwin Avenue when such entrance has been built to City standards.

LEGAL AUTHORITY

State law provides a method by which cities can enter into development agreements with land owners (see attached RCW 26.70B.120) The City has previously used this provision in the law to enter into a development agreement with the owners of the Badger Mountain South Master Planned Community.

Once a development agreement is put in place, both the City and landowner are bound by its provisions. If the City adopts amendments to its zoning code, the new provisions would not apply to the area encompassed in the agreement. Rather, Kadlec would be vested to the applicable rules that are in place at the time that the agreement is signed. However, the City would have the authority to modify its regulations pertaining to the Kadlec property if it finds that there is a serious threat to public health and safety.

If Kadlec desires to modify its plans in some way that would not be permitted under the existing zoning rules or that would otherwise be inconsistent with the agreement, those plans could not be implemented unless the agreement is modified. Proposed modifications to the agreement would be subject to the Planning Commission hearing and review process.

PROCESS

State law provides that the Planning Commission hold a public hearing to consider the draft development agreement and then forward its

recommendations onto the City Council. Council is responsible for making a final decision concerning the development agreement.

PUBLIC COMMENT

The City has received one e-mail comment from a citizen who voiced objections to the vacation of Goethals Drive. A copy is attached.

COMPREHENSIVE PLAN

The Kadlec campus area is designated as part of the Central Business District under the comprehensive plan. The plan contains the following Urban Design Goal and Policy statements that are pertinent to this proposal:

Goal 2: The City will endeavor to revitalize declining commercial areas such as the Central Business District, the Uptown retail area and the Wye area.

Policy 1: The City will work to develop an attractive Central Business District with adequate parking, landscaping and pedestrian access.

Policy 4: The City's design standards should provide consideration for the pedestrian by providing landscaping and shading elements as well as inviting access connections to adjacent developments.

Policy 7: The City will strive to provide continuity among adjacent uses through the use of cohesive landscaping, decorative paving, street furniture, public art and integrated infrastructure elements.

ANALYSIS

The continued expansion of the Kadlec campus is a critical element of the City's efforts to revitalize the Central Business District, which is a key component of the City's long range plan. The number and type of jobs provided by Kadlec are important to both the revitalization effort and the City's continued economic growth. The expansion of Kadlec's medical services and their future plans for expansion meet a critical need not only for Richland residents but the greater Tri-City region as a whole. The importance of Kadlec's continued expansion to the Central Business District and the City's goals for revitalization are valid reasons for the City to enter into this development agreement.

The provisions of the agreement call for the continued expansion of the Kadlec campus and for the City to initiate the process to vacate a portion of Goethals Drive. If the City Council ultimately decides that it is in the City's best interest to vacate this section of Goethals, then several other actions would occur to provide alternate access points into the Kadlec campus. Additionally, the City would be obligated to construct a small section of pedestrian trail and Kadlec would

construct another section of trail through Sutch Park and their campus. These trail improvements are part of a planned trail system that eventually will ring the entire downtown area and will help to implement the City's comprehensive plan.

The portion of Goethals Drive that is proposed for vacation is classified as a local street under the City's Street Functional Classification System. The portion of Goethals Drive that is south of Lee Boulevard is classified as a Neighborhood Collector. (See attached classification system map.) There are a number of streets within Central Richland that provide north-south access including Jadwin Avenue, Stevens Drive and Thayer Drive, which are all classified as minor arterials. Additionally, George Washington Way is a principal arterial that also serves to carry traffic north and south. Given these alternatives, the proposed Goethals vacation would not significantly impair north-south traffic movement. Also, the agreement only calls for the City to undertake the vacation process. Ultimately, the City Council will hold a public hearing and will consider whether portions of Goethals Drive should be vacated or not.

SUMMARY

The proposed development agreement would provide both the City and Kadlec assurances that the Kadlec campus will develop in a manner that is consistent with the City's comprehensive plan and existing zoning regulations and will be instrumental in the revitalization of the Central Business District.

DEVELOPMENT AGREEMENTS

RCW 36.70B.170 Development agreements -- Authorized.

- (1) A local government may enter into a development agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter [36.70A](#) RCW.
- (2) RCW [36.70B.170](#) through [36.70B.190](#) and section 501, chapter 347, Laws of 1995 do not affect the validity of a contract rezone, concomitant agreement, annexation agreement, or other agreement in existence on July 23, 1995, or adopted under separate authority, that includes some or all of the development standards provided in subsection (3) of this section.
- (3) For the purposes of this section, "development standards" includes, but is not limited to:
 - (a) Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
 - (b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
 - (c) Mitigation measures, development conditions, and other requirements under chapter [43.21C](#) RCW;
 - (d) Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;
 - (e) Affordable housing;
 - (f) Parks and open space preservation;
 - (g) Phasing;
 - (h) Review procedures and standards for implementing decisions;
 - (i) A build-out or vesting period for applicable standards; and
 - (j) Any other appropriate development requirement or procedure.
- (4) The execution of a development agreement is a proper exercise of county and city police power and contract authority. A development agreement may obligate a party to fund or provide services, infrastructure, or other facilities. A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety. [1995 c 347 § 502.]

NOTES:

Findings -- Intent -- 1995 c 347 §§ 502-506: "The legislature finds that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment

to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW [36.70B.170](#) through [36.70B.210](#) to allow local governments and owners and developers of real property to enter into development agreements." [1995 c 347 § 501.]

RCW 36.70B.190Development agreements -- Recording -- Parties and successors bound. A development agreement shall be recorded with the real property records of the county in which the property is located. During the term of the development agreement, the agreement is binding on the parties and their successors, including a city that assumes jurisdiction through incorporation or annexation of the area covering the property covered by the development agreement.

RCW 36.70B.200Development agreements -- Public hearing. A county or city shall only approve a development agreement by ordinance or resolution after a public hearing. The county or city legislative body or a planning commission, hearing examiner, or other body designated by the legislative body to conduct the public hearing may conduct the hearing. If the development agreement relates to a project permit application, the provisions of chapter [36.70C](#) RCW shall apply to the appeal of the decision on the development agreement

RCW 36.70B.210Development agreements -- Authority to impose fees not extended. Nothing in RCW [36.70B.170](#) through [36.70B.200](#) and section 501, chapter 347, Laws of 1995 is intended to authorize local governments to impose impact fees, inspection fees, or dedications or to require any other financial contributions or mitigation measures except as expressly authorized by other applicable provisions of state law. [1995 c 347 § 506.]

RCW 36.70B.180Development agreements -- Effect. Unless amended or terminated, a development agreement is enforceable during its term by a party to the agreement. A development agreement and the development standards in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement, and may not be subject to an amendment to a zoning ordinance or development standard or regulation or a new zoning ordinance or development standard or regulation adopted after the effective date of the agreement. A permit or approval issued by the county or city after the execution of the development agreement must be consistent with the development agreement.

From: Gwen Richter [mailto:gwenrichter@yahoo.com]
Sent: Tuesday, February 12, 2013 11:52 AM
To: Ballew, Gary
Subject: requested change on Goethals street

I heard over the radio that Kadlec Medical Center has requested closing Goethals Street to improve their "campus". As a longtime Richland resident, who uses Goethals very frequently, I object! Goethals is the only straight route through the middle of town. I often jump over on Symons from Jadwin or G. W. Way down to the library, Hapo, the Post Office, Albertson's, Fred Meyer, Tumbleweeds, the County Auditor's office, and even Kadlec (and back, by the way). Recently, transporting a friend has us running up Van Giesen and catching Goethals there to previously mentioned points south. And, just considering the request, I'm guessing lots of other people travel it as well.

I suggest that the City paint 2 or 3 crosswalks across Goethals and lower the speed limit through that section, and perhaps add a flashing yellow light on the approach from the north to Kadlec's "campus".

Here's an idea. How about Kadlec building a skybridge from building to building if they want unimpeded access across the street?

Thanks for your consideration.

Sincerely,

Gwen Richter
511 Blue Street
Richland, WA 99354

HEALTHCARE CAMPUS DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is dated as of the __ day of _____, 20__, and is entered into by and between **Kadlec Regional Medical Center**, a Washington non-profit corporation (“Kadlec”), and the **City of Richland**, a Washington municipality (“City”).

RECITALS

A. Kadlec is a Washington non-profit corporation and is among the fastest growing hospitals in the country. Kadlec’s current campus consists of approximately 11 acres and is legally described in Exhibit A. The vast majority of Kadlec’s growth has occurred on this relatively small campus. Immediately to the east of Kadlec’s current campus are approximately 14 acres, the majority of which was acquired by Kadlec through property acquisitions dating back to 1990 and is legally described in Exhibit B. Separating the 11 acre campus from the acquired 14 acre parcel is Goethals Drive, a secondary north-south arterial currently built at 54 feet in width (two, 20 foot lanes and two six foot sidewalks, except for the segment between the Emergency Room driveway on the west side of Goethals Drive and Carondelet Drive which is only improved with a six foot sidewalk on the east side) within a right of way of 60 feet. Kadlec has plans to develop these additional 14 acres and create a healthcare campus of medical office buildings (east campus) which will support the current Kadlec facilities and create a campus-oriented destination for individuals seeking medical services. The 14 acres will support the development of new medical office buildings and the employment of additional new employees.

B. The City is a Washington municipality which was developed in large part by the US government during World War II. The City’s comprehensive plan land use designations include a category known as the Central Business District (CBD) which is located in an area that was developed by the US government and is currently in a transition phase. This land use designation includes a mix of residential, retail, service, and business uses that provide for the daily convenience needs of on-site and nearby employees and residents. The purpose is to provide for pedestrian and transit-oriented high density employment and cultural uses together with limited complementary retail and higher density residential, and other compatible uses that enhance the CBD. Kadlec’s current campus and east campus are located in the City’s CBD designation of the Comprehensive Land Use Plan, and the Zoning Code. Further, the campus is located within the “Medical District Overlay (MDO) of the CBD zone. The MDO encourages medical-related uses subject to varying site development requirements.

C. Kadlec’s strategic plan anticipates growing demand for medical services with the majority of inpatient care being provided in regional medical centers. As a result, Kadlec envisions attracting patients from the surrounding communities throughout south central Washington and north central Oregon. Due to the demographics of the region Kadlec believes the demand for health care services will create significant business growth. The additional demand at Kadlec could provide a positive impact to the economic health and vitality of the

CBD. Kadlec desires to create a well planned medical center campus that supports the City's vision for a CBD where people live, work, and play and create a more pedestrian-friendly health care campus that will provide a safer and more attractive environment for increased foot traffic between the hospital, the expanded east portion of the campus, and the surrounding neighborhoods.

D. Kadlec and the City entered into a Ground Lease Agreement dated August 21, 2008 (C72-08) for an area owned by the City and known as Sutch Park which in large part abuts Kadlec's current campus and the acquired east campus. In accordance with the Lease, it is the intent of Kadlec, in cooperation with the City, to develop the Sutch Park area with medical and/or office buildings and to incorporate open landscaped areas including a paved pedestrian pathway for usage by the general public.

E. Kadlec and the City wish to work cooperatively to develop Kadlec's medical center campus, incorporating Kadlec's current campus, its east campus, and the development proposed for the property described in the Ground Lease Agreement dated August 21 (C72-08), as amended herein, in conjunction with the vision the City has for the CBD. Kadlec desires predictability and certainty as to the development regulations relating to its development of its medical center campus and the legislature has authorized execution of development agreements between local jurisdictions and entities having ownership or control of real property within its jurisdiction to govern and vest the development, use and mitigation of the development of the real property for the duration specified in the Agreement pursuant to RCW 36.70B.170(1).

AGREEMENT

1. OBLIGATIONS of CITY of RICHLAND.

- A. The City will initiate the process to vacate Goethals Drive from the Kadlec Emergency Room driveway north to the intersection of Carondelet Drive in advance of opening the 1100 Goethals Medical Office Building referenced below in Section 2(B). The City agrees to supply the legal description for the area to be vacated, in a form reasonably acceptable to Kadlec and sufficient to record, within 30 days of the execution of this Agreement and which will be attached as Exhibit C and depicted in Exhibit D to this Agreement.
- B. If the vacation process is successful, the City agrees to sell to Kadlec the vacated portion of Goethals Drive at current market rates after Kadlec records an easement to the City over the vacated portion of Goethals Drive for the ongoing operation, maintenance and repair of city utilities currently located under Goethals Drive. The vacation shall not take effect until Kadlec completes a new campus roadway connection by making site improvements to secure vehicle travel connectivity between Goethals Drive and Gillmore Avenue.

- C. The City will continue to maintain to City of Richland standards the following portions of Goethals Drive: from Swift Boulevard to the intersection with the Kadlec Emergency Room driveway; and Goethals Drive north of the Carondelet Drive to Williams Boulevard as depicted in Exhibit E.
- D. The City will permit Kadlec to develop the vacated portion of Goethals Drive right-of-way as described in Exhibit C and depicted in Exhibit D into parking and an outdoor plaza, subject to approval of a site plan submitted by Kadlec to the City's Public Works Department. Said site plan shall identify parking, vehicular access, plaza locations, utility easements, storm drainage facilities, and landscaping, generally in accordance with Exhibit E.
- E. The City will permit Kadlec to fund and modify Goethals Drive, from Swift Boulevard north to the Emergency Room (ER) drive, into a tree-lined boulevard with a landscaped median, a lighted mid-block crosswalk, and reduce the traffic to a single lane in each direction subject to approval of a site plan by the City's Public Works Department that identifies all proposed changes to the Goethals Drive right-of-way. The traffic calming implemented will not include raised features (e.g., speed bumps or humps), or narrowed travel lanes that could impede emergency vehicle access to the Emergency Room entrance. The final design of any Goethals Drive modifications will be subject to approval by the City Engineer, whose professional judgment regarding public street design standards shall not be constrained by this agreement.
- F. The City will relocate the mid-block cross walk on Jadwin Avenue to align with the Urban Greenbelt Trail across the campus and develop a short trail that connects the crosswalk to the path east of Jadwin Avenue as depicted in Exhibit E.
- G. The City will accept a dedication of a new boulevard entrance/access off of Jadwin Avenue, when said entrance/access is built to City of Richland standards.

2. OBLIGATIONS of KADLEC MEDICAL REGIONAL CENTER.

- A. Kadlec agrees to purchase from the City the vacated portion of Goethals Drive right of way at current market rates and re-direct Goethals Drive from the Kadlec Emergency Room driveway north onto a new campus roadway connecting with Gillmore Avenue (Exhibit E).
- B. Kadlec will construct a 60,000 square foot medical office building at 1100 Goethals. It is anticipated the building will open in late 2013.
- C. Kadlec will develop the portion of Sutch Park that parallels Goethals from the helipad parking lot north to the culvert under Carondelet Drive consistent with the Ground Lease Agreement dated August 21, 2008 (C72-08).

- D. Kadlec further agrees that upon approval of the vacation of Goethals Drive, but prior to demolition of the roadway, that the following shall be completed:
- i. Kadlec will connect Gillmore Avenue and Jadwin Avenue with a new street constructed to City of Richland street standards. In conjunction therewith Kadlec will extend an 8-foot wide walking path from Jadwin to the eastern boundary of the vacated right of way as depicted in Exhibit E. Kadlec will extend the 8-foot wide walking path from the vacated right of way to Sutch Park in conjunction with the site plan submission outlined in Section 1(D) above.
 - ii. Kadlec will design and install the vehicle route from Goethals Drive to the new boulevard entrance/access to allow vehicle travel, and will record a public access easement reserving vehicle connectivity between Goethals Drive and the new boulevard entrance/access. The easement and site design will be subject to review and approval by the City Engineer.
- E. Sutch Park Construction/Further Development.
- i. Kadlec plans to develop a medical office building located on the parking lot in the southeast corner of Sutch Park into a multi-story medical clinic (MOB 2). With the development of MOB 2, Kadlec will expand the Sutch Park development west to Stevens Drive consistent with the Ground Lease Agreement dated August 21, 2008 (C72-08).
 - ii. Kadlec plans to build out the upper four floors of the River Pavilion and complete the development of Sutch Park along Stevens Drive consistent with the Ground Lease Agreement dated August 21, 2008 (C72-08).
 - iii. Kadlec has plans to develop and construct two (2) additional medical office buildings (MOB 3 and 4) that will be developed using surface parking, if possible, with connecting plazas and walking paths to interconnect the east campus and the main medical center campus.
 - iv. Kadlec plans to construct a campus parking structure at a point where surface parking can no longer accommodate further campus development. It is envisioned that the parking structure would be located on the medical center campus and Kadlec would bear responsibility for the parking structure.
 - v. The contingency set forth in Recital D and all contingencies set forth in Section 1.1 of the Ground Lease Agreement dated August 21, 2008 (C72-08) shall be extended for a period of 10 years from the date this Agreement is executed. Except to the extent modified in this Agreement the Ground Lease Agreement dated August 21, 2008 (C72-08) shall remain in full force and effect.

- vi. Prior to further development as outlined in this Section 2(E), Kadlec will engage a consultant to perform a comprehensive campus parking and circulation plan and make recommendation for parking including a recommendation for a parking structure.

3. MUTUAL OBLIGATIONS.

- A. Parking at the George Prout Pool parking lot will be formalized in a lease agreement between the City and Kadlec. The number of spaces is not to exceed 50 spaces and the lot will be time limited. All Kadlec vehicles must be identified and out of the parking lot each day after 4:00 p.m. The term of the lease will not to exceed one year from the signing of this agreement. Payment for parking will be set at \$90.00 a space per year in 2013, and will be adjusted for inflation annually thereafter using an appropriate consumer price index.

4. **CONTINGENCY.** This Agreement is contingent upon the City being successful in vacating Goethals Drive as set forth in Section 1(A) above within 60 months of the execution of this Agreement. If the City is not successful then this Agreement shall terminate and be of no further force and effect.

5. **Vesting.** After the execution of this Agreement, Kadlec shall have a vested right to develop Kadlec properties in accordance with and to the extent permissible under the development regulations, design standards and city ordinances in existence as of the date of the adoption of this Agreement. Provided, however, that pursuant to RCW 36.70B.170(4), the City hereby reserves authority to impose new or different regulations relating to Kadlec properties, to the extent required by a serious threat to public health and safety. Additionally, this Section 5 shall not vest any rights for new construction as outlined in Section 2(E) unless site plan application for such new construction has been made within three (3) years of the execution of this Agreement.

6. **Successors, Assignment and Binding Effect.** All obligations that are not specifically granted solely to Kadlec or City in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. The Parties acknowledge that Kadlec shall have the right to lease, divide, assign, or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the property. Consent by the City shall not be required for any such lease, assignment, transfer or rights pursuant to this Agreement.

7. **Modification.** This Agreement and portions hereof shall not be modified or amended except in writing signed by the City and Kadlec or their respective successors-in-interest. Any modification or amendment of this Agreement must be approved by the Planning Commission for the City of Richland, and by resolution of the City Council following a hearing.

8. Further Good Faith Cooperation. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

9. No Presumption Against Drafter. This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

10. Notices. All communications, notices, and demands of any kind which a party under this Agreement is required, or desires to give to any other party, shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

City:	City of Richland Community & Development Services Attn: Bill King, Deputy City Manager 505 Swift Blvd Richland WA 99352-3510
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With a Copy to:	Office of the City Attorney City of Richland 505 Swift Blvd Richland WA 99352-3510
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Kadlec:	Kadlec Regional Medical Center Attn: Rand Wortman CEO 888 Swift Blvd Richland WA 99352-3514
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With a Copy to:	Miller, Mertens, Comfort & Kreutz, PLLC Attn: Kenneth A. Miller 1020 N Center Pkwy Ste B Kennewick WA 99336-7161
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Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the U.S. Mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

11. Waiver. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or

remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

12. Complete Agreement, No Oral Modifications. This agreement represents the complete and integrated agreement of the parties with respect to Kadlec and, except as set forth herein, there are no other agreements, covenants, representations or warranties (express or implied) between the parties with regard to the subject matter contained herein. Nothing in this agreement shall be deemed or construed to create a partnership or joint venture or to create any relationship other than as specified in this agreement. This agreement may not be amended except by a written document signed by the party(ies) to be bound thereby.

13. Governing Law; Rules of Interpretation; Attorney's Fees. This agreement shall be governed by the laws of the State of Washington without regard to conflicts of laws. Without limiting a party's right to bring any action in any other jurisdiction or forum, each party submits itself to the jurisdiction of the federal and local courts sitting in the State of Washington and to venue therein. It is the intent of the parties that this agreement be enforceable to the fullest extent permitted by law. If any provision of this agreement is capable of two or more interpretations or can be reformed so as to comply with applicable law while giving effect to the intent of such provision, then such provision shall be interpreted in the way most likely to be in compliance with applicable law. Although the printed provisions of this agreement were drawn by Kadlec, this agreement shall not be construed either for or against Kadlec or the City. In the event either party resorts to judicial proceedings to enforce any right within this agreement, the party ultimately prevailing in such proceedings shall be entitled to recover from the non-prevailing party the costs of such proceedings, including reasonable attorneys' fees, to the extent permissible under applicable law.

14. Mediation/Arbitration: Claims, disputes or other matters in dispute or question between the parties to this Agreement shall be resolved by arbitration unless the parties mutually agree otherwise. However, prior to any party demanding arbitration the parties agree to enter into up to eight (8) hours of mediation with a mediator jointly named by the parties. The cost of the mediation shall be shared equally by the parties and the parties agree to act in good faith to resolve all issues. Mediation shall be conducted pursuant to RCW Chapter 7.07. If the parties cannot agree to name a mediator, then either party may petition the Benton County Superior Court and the then presiding judge will name the mediator.

If mediation does not result in a complete resolution of any claim, dispute or other matter in dispute or question then such shall be decided in accordance with RCW Chapter 7.04A.

Demand for arbitration shall be filed in writing with the other party to this Agreement. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations and statute of repose. The arbitrator will be jointly named by the parties. If the parties cannot agree to name an arbitrator, then either party may petition the Benton County Superior Court and the then presiding judge will name the arbitrator. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of law. The arbitration hearing shall be held in Benton County, Washington.

15. Federal/State Compliance. Kadlec agrees to abide by all pertinent state and federal laws and regulations including HIPAA in the performance of its obligations hereunder; and represents and warrants that it has not been excluded from or barred from participation in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS, Tricare, or the retired railway workers benefit program, nor has it received a criminal conviction related to such health care program.

EXECUTED as of the date first above written.

Kadlec Regional Medical Center,
a Washington non-profit corporation

City of Richland
a Washington municipality

By: _____
Title: Chief Executive Officer

By: _____
Title: City Manager

By: _____
Title: Chief Financial Officer

By: _____
Title: City Attorney

STATE OF WASHINGTON)
)
COUNTY OF BENTON_____)

§

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, personally appeared _____, known to me to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as _____ of the **City of Richland**, to be the free and voluntary act and deed of said municipality for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
)
COUNTY OF BENTON_____)

§

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, personally appeared **Rand Wortman**, known to me to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chief Executive Officer of **Kadlec Regional Medical Center** to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
)
COUNTY OF BENTON) §

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, personally appeared _____, known to me to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chief Financial Officer of **Kadlec Regional Medical Center** to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name: _____

INDEX OF EXHIBITS

EXHIBIT A – Legal description of Kadlec’s current campus

EXHIBIT B – Legal description of 14 acres East of Kadlec’s current campus

EXHIBIT C – Legal description of area to be vacated by City

EXHIBIT D – Depiction of area to be vacated by City

EXHIBIT E – Kadlec’s Site Plan re: vacated area identifying parking, vehicular access, plaza locations, utility easements, storm drainage facilities and landscaping. Also depicting the City’s proposed Jadwin Avenue crosswalk relocation. Also depicting Kadlec’s proposed new campus roadway redirecting Goethals Drive.

f:\healthcare campus development agreement 130113 kam.docx

EXHIBIT A
LEGAL DESCRIPTION

1-1198-201-1868-005

TRACT 1 (LOT 1), SHORT PLAT NO 1868 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1868, RECORDS OF BENTON COUNTY, WASHINGTON. TOGETHER WITH ALL OF TRACT 2 (LOT 2), SHORT PLAT NO. 1868 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1868, RECORDS OF BENTON COUNTY, WASHINGTON.

1-1198-202-0613-011

REAL PROPERTY LOCATED IN SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, BEING A PORTION OF BLOCK 613, PLAT OF RICHLAND, AS RECORDED IN VOLUMES 6 AND 7, RECORDS OF BENTON COUNTY, WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 4, SHORT PLAT 1868, AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 1868, RECORDS OF BENTON COUNTY; THENCE SOUTH 86°33'59" WEST, 178.82 FEET ALONG THE NORTH LINE OF SAID TRACT 4; THENCE SOUTH 78°20'06" WEST, 70.35 FEET TO THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 82°47'17" WEST 420.92 FEET ALONG THE NORTH LINE OF TRACT 1 OF SAID SHORT PLAT; THENCE SOUTH 84°01'50" WEST, 144.60 FEET ALONG SAID NORTH LINE; THENCE SOUTH 76°13'27" WEST, 131.23 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 AND THE EAST LINE OF STEVENS DRIVE; THENCE NORTH 18°00'56" WEST, 98.42 FEET ALONG SAID EAST LINE; THENCE NORTH 71°44'52" EAST, 305.36 FEET; THENCE SOUTH 18°15'08" EAST 117.32 FEET; THENCE SOUTH 82°21'52" EAST 275.00 FEET; THENCE NORTH 81°38'38" EAST, 104.18 FEET TO THE BEGINNING OF A 44.00 FEET RADIUS NONTANGENT CURVE (RADIUS POINT BEARS SOUTH 86°37'08" EAST); THENCE NORTHEASTERLY, 76.02 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°59'15"; THENCE LEAVING SAID CURVE NONTANGENTLY NORTH 50°20'50" EAST, 75.32 FEET TO THE BEGINNING OF A 33.50 FEET RADIUS NONTANGENT CURVE (RADIUS POINT BEARS NORTH 80°11'12" EAST); THENCE NORTHEASTERLY, 65.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 111°25'53"; THENCE LEAVING SAID CURVE NONTANGENTLY NORTH 44°30'00" EAST, 47.55 FEET; THENCE NORTH 00°46'45" WEST, 43.69 FEET; THENCE NORTH 82°34'14" EAST, 77.71 FEET TO THE WEST LINE OF GOETHALS DRIVE; THENCE SOUTH 00°46'45" EAST, 252.68 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

1-1198-201-1868-003

LOT 3, SHORT PLAT 1868, ACCORDING TO THE SHORT PLAT THEREOF, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1868, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

1-1198-201-1868-004

LOT 4, SHORT PLAT 1868, ACCORDING TO THE SHORT PLAT THEREOF, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1868, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B

LEGAL DESCRIPTION

1-1198-202-0615-003

LOT 3, BLOCK 615, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

1-1198-201-1941-003

LOT 3, SHORT PLAT 1941, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1941, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION VACATED GRIBBLE AVENUE PER ORDINANCE #22-05, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-019

LOT 9, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF VACATED GRIBBLE AVENUE PER ORDINANCE #22-05, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-011

LOT 1, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF VACATED GRIBBLE AVENUE PER ORDINANCE #22-05, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-201-2466-005

THAT PORTION OF LOT 1, SHORT PLAT 2466, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2466, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF LOT 3, BLOCK 616, PLAT OF RICHLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF VACATED GRIBBLE AVENUE, AS VACATED UNDER ORDINANCE NUMBER 22-05, RECORDED IN AUDITOR'S FILE NUMBER 2005-022679, RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING LOCATED IN SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00°46'55" EAST 32.90 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°12'50" EAST 209.52 FEET; THENCE SOUTH 00°47'10" EAST 142.11 FEET; THENCE SOUTH 89°12'50" WEST 209.53 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°46'55" WEST 142.11 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING

1-1198-201-2466-002

LOT 2, SHORT PLAT 2466, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2466, RECORDS OF BENTON COUNTY, WASHINGTON

1-1198-201-2466-003

THAT PORTION OF LOT 1, SHORT PLAT 2466, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2466, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF LOTS 2 & 3, BLOCK 616, PLAT OF RICHLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF VACATED GRIBBLE AVENUE, AS VACATED UNDER ORDINANCE NUMBER 22-05, RECORDED IN AUDITOR'S FILE NUMBER 2005-022679, RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING LOCATED IN SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°13'07" EAST 34.86 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE NORTH 65°51'58" EAST 144.09 FEET ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTHERLY LIMITS OF SAID GRIBBLE AVENUE VACATION TO THE EASTERLY RIGHT OF WAY MARGIN OF GRIBBLE AVENUE; THENCE NORTH 24°08'31" WEST 61.04 FEET ALONG SAID EASTERLY LINE TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 65°49'57" EAST 73.77 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 24°10'25" EAST 484.15 FEET ALONG THE EAST LINE OF SAID LOT 3 AND ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 65°49'57" WEST 168.56 FEET ALONG THE SOUTH LINE OF SAID LOT 2 AND THE WESTERLY PRODUCTION THEREOF TO A POINT ON THE EASTERLY PRODUCTION OF THE NORTH LINE OF LOT 2, SHORT PLAT 2466; THENCE SOUTH 89°04'23" WEST 248.16 ALONG SAID EASTERLY PRODUCTION AND ALONG SAID NORTH LINE TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°46'55" WEST 194.46 FEET ALONG SAID WEST LINE; THENCE NORTH 89°12'50" EAST 209.53 FEET; THENCE NORTH 00°47'10" WEST 142.11 FEET; THENCE SOUTH 89°12'50" WEST 209.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°46'55" WEST 32.90 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

1-1198-202-0616-018

LOT 8, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-017

LOT 7, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-201-2466-004

THAT PORTION OF LOT 1, SHORT PLAT 2466, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2466, RECORDS OF BENTON COUNTY, WASHINGTON, AND THAT PORTION OF VACATED GRIBBLE AVENUE, AS VACATED UNDER ORDINANCE NUMBER 22-05, RECORDED IN AUDITOR'S FILE NUMBER 2005-022679, RECORDS OF BENTON COUNTY, WASHINGTON; ALL BEING LOCATED IN SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SHORT PLAT 2466; THENCE NORTH 00°46'55" WEST 181.50 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°04'23" EAST 8.16 FEET ALONG THE EASTERLY PRODUCTION OF THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WESTERLY PRODUCTION OF THE SOUTH LINE OF LOT 2, BLOCK 616, PLAT OF RICHLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 65°49'57" EAST 64.52 FEET ALONG SAID WESTERLY PRODUCTION TO THE CENTERLINE OF SAID VACATED GRIBBLE AVENUE; THENCE SOUTH 24°08'31" EAST 225.19 FEET ALONG SAID CENTERLINE TO THE EASTERLY PRODUCTION OF THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°04'23" WEST 132.96 FEET ALONG SAID EASTERLY PRODUCTION AND ALONG SAID SOUTH LINE; THENCE SOUTH 66°05'35" WEST 37.66 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 23°54'25" WEST 15.97 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH LINE OF LOT 2 SHORT PLAT 2466; THENCE NORTH 89°04'23" EAST 17.20 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

1-1198-202-0616-016

LOT 6, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-014

LOT 4, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

1-1198-202-0616-015

LOT 5, BLOCK 616, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 & 7 OF
PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

EXHIBIT C

LEGAL DESCRIPTION

GOETHALS DRIVE RIGHT OF WAY VACATION

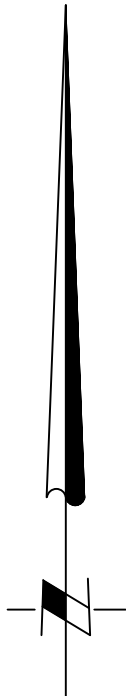
A STRIP OF LAND, 60.00 FEET IN WIDTH, BEING EXISTING RIGHT OF WAY FOR GOETHALS DRIVE, AS SHOWN ON THE PLAT OF RICHLAND, RECORDED IN VOLUMES 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, AND BEING LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, WITH 30.00 FEET OF SAID WIDTH LYING ON EACH SIDE OF THE FOLLIWNG DESCRIBED LINE:

BEGINNING AT THE BRASS CAP MONUMENT MARKING THE INTERSECTION OF SAID GOETHALS DRIVE AND SWIFT BOULEVARD; THENCE NORTH 00°46'55" WEST 569.33 FEET ALONG THE CENTERLINE OF SAID GOETHALS DRIVE TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING NORTH 00°46'55" WEST 714.11 FEET ALONG SAID CENTERLINE OF GOETHALS DRIVE TO THE TERMINUS OF SAID LINE.

CONTAINS 72,847 SQURE FEET, MORE OR LESS

EXHIBIT D

FOR KADLEC MEDICAL CENTER
LOCATED IN A PORTION OF THE NW 1/4 OF SECTION 11,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



CARONDELET

P A R K I N G

C O R R A D O
B U I L D I N G

C O R R A D O
P A R K I N G

S W I F T B O U L E V A R D

FND. BRASS CAP
IN MON. CASE

30' 30'

GRIBBLE AVE.

BLOCK 633

PARCEL 'B'

PARCEL 'A'

PARCEL 'B'

ENTRANCE

30' 30'

LOT 2
S.P. NO. 2466

T.P.O.B.

LOT 2
S.P. NO. 1941

LOT 2
BLOCK 615

LOT 1
BLOCK 615

G O E T H A L S D R I V E
N0°46'55"W 569.33'

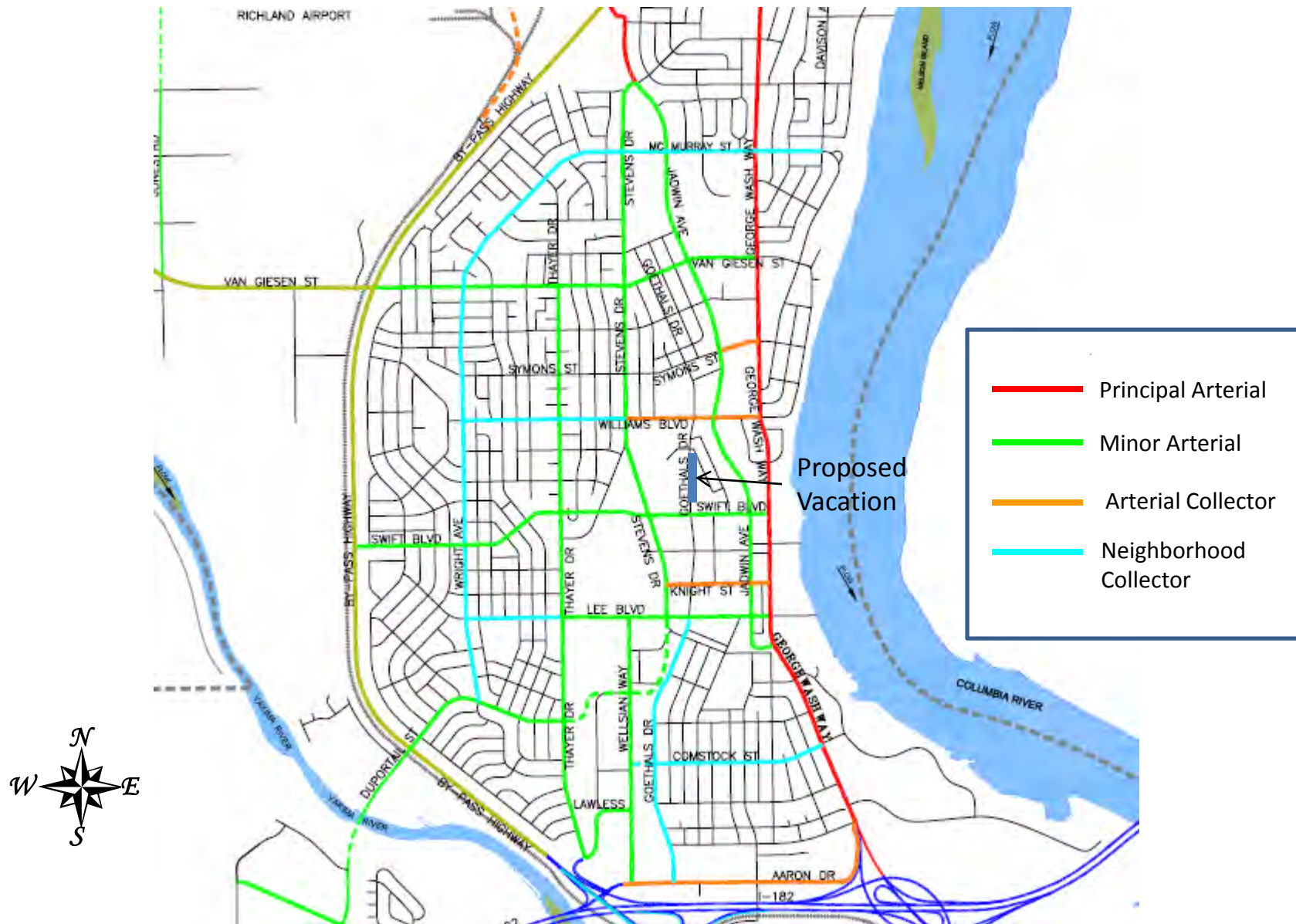
30' 30'

FND. BRASS CAP
IN MON. CASE

05713BASE.DWG 3-15-13



EXHIBIT "E"



STREET FUNCTIONAL CLASSIFICATION PLAN