



**Agenda**  
**REGULAR CITY COUNCIL MEETING**  
**Richland City Hall ~ 505 Swift Boulevard**  
**Tuesday, June 18, 2013**

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

*(Discussion Only - Annex Building)*

1. Richland Public Facilities District Vacancy Discussion (10 Minutes)

**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. CityView Video: Legal Fireworks  
- Trish Herron, Communications and Marketing Manager
2. Appreciation of Service on the Economic Development Committee to Tawney Carrier  
- John Fox, Mayor
3. Recognition of 29 Years of Service to Retiring City Attorney Tom Lampson  
- John Fox, Mayor

**Richland Report:**

*(Mayor and Council Members)*

**Public Hearing:**

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

1. Adopting the 2014-2019 Transportation Improvement Plan - Resolution No. 43-13  
- Pete Rogalsky, Public Works Director

**Comments:**

*(Please Limit Public Comments to 2 Minutes)*

1. Public Comments
2. Reports of Boards, Commissions, 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 June 4, 2013  
- Jon Amundson, Assistant City Manager

**Ordinances - First Reading:**

2. Ordinance No. 28-13, Amending RMC Section 17.70: Sewer Utility Pipeline Extensions  
- Pete Rogalsky, Public Works Director
3. Ordinance No. 26-13, Amending RMC Section 18.34: Water Utility Pipeline Extensions  
- Pete Rogalsky, Public Works Director
4. Ordinance No. 27-13, Amending RMC Title 24: Plats and Subdivision, Regarding Water and Utility Pipeline Extensions  
- Pete Rogalsky, Public Works Director
5. Ordinance No. 25-13, Amending RMC Section 14.24.200: Investment Cost Recovery, Regarding Annual Renewal Application Fee  
- Bob Hammond, Energy Services Director

**Ordinances - Passage:**

6. Ordinance No. 22-13, Amending RMC Title 9: Crime, Adding Section 9.12.055, and Amending Title 15: Solid Waste, Sections 15.12.010 and 15.24.050 by Changing the Infraction of Illegal Dumping to a Criminal Offense  
- Tom Lampson, City Attorney
7. Ordinance No. 24-13, Extending the Cable Franchise Agreement  
- Jon Amundson, Assistant City Manager

**Resolutions - Adoption:**

8. Resolution No. 36-13, Appointments to the Economic Development Committee: William Kinsel and P. Simon Mahler  
- Jon Amundson, Assistant City Manager
9. Resolution Nos. 37-13 and 38-13, Expressing Appreciation to Nate Higgins and Tawney Carrier for Service on the Economic Development Committee  
- Jon Amundson, Assistant City Manager
10. Resolution No. 39-13, Supporting the Yakima Basin Integrated Water Resource Management Plan  
- Pete Rogalsky, Public Works Director
11. Resolution No. 40-13, Declaring 507 Wright Street as Surplus Property  
- Joe Schiessl, Parks and Recreation Director
12. Resolution No. 41-13, Approving the 2014-2016 HOME Consortium Cooperative Agreement  
- Gary Ballew, Economic Development Manager

13. Resolution No. 42-13, Authorize Funding of Stevens Drive Power Feeder Cables Project  
- Bob Hammond, Energy Services Director
14. Resolution No. 43-13, Adopting the 2014-2019 Transportation Improvement Plan  
- Pete Rogalsky, Public Works Director

Items for Approval:

15. Extension of Existing CRESHT Lease  
- Bill King, Deputy City Manager
16. Public Art Donation by Karen Miles to be Installed at the Richland Public Library  
- Ann Roseberry, Library Manager
17. Solid Waste Collection Transition Agreements with Waste Management of Washington, Inc. and Ed's Disposal, Inc.  
- Pete Rogalsky, Public Works Director
18. All Assured Electric, Inc. Weatherwise Program Participation Agreement  
- Bob Hammond, Energy Services Director

Award of Bid - Approval:

19. Award of Bid to Goodman & Mehlenbacher, Inc. for Stevens Drive Electrical Improvements  
- Pete Rogalsky, Public Works Director
20. Award of Bid to Inland Asphalt Company for 2013 Saint Street & Spengler Street Improvements (Stevens to GWW)  
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

21. May 27, 2013 - June 7, 2013, for \$8,370,337.54, including Check Nos. 202143-202604, Wire Nos. 5352-5380, Payroll Check Nos. 98979-98991, and Payroll Wire/ACH Nos. 8065-8088  
- Cathleen Koch, Administrative Services Director

**Items of Business:**

1. Infrastructure Development Agreement with Schaeffer Industries  
- Gary Ballew, Economic Development Manager

**Reports and Comments:**

1. City Manager
2. City Council
3. Mayor

**Adjournment**

THIS MEETING IS BROADCAST LIVE ON CITYVIEW CHANNEL 13 AND ON [WWW.CI.RICHLAND.WA.US/CITYVIEW](http://WWW.CI.RICHLAND.WA.US/CITYVIEW)

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## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Public Hearing

Agenda Item: PH1

Key Element: Key 2 - Infrastructure & Facilities

Subject: PROPOSED 2014-2019 TRANSPORTATION IMPROVEMENT PROGRAM

Department: Public Works

Ordinance/Resolution: 43-13

Reference:

Document Type: Resolution

Recommended Motion:

None

Summary:

A public hearing will be held to receive testimony on Resolution No. 43-13, adopting the 2014-2019 Transportation Improvement Program.

Refer to Resolution No. 43-13 on the Consent Calendar.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:20:30 GMT-0700 2013



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPROVAL OF COUNCIL MEETING MINUTES

Department: Assistant City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the minutes of the Council meeting held on June 4, 2013.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Draft June 4, 2013, Council Minutes

City Manager Approved:

ECM Admin  
Jun 13, 16:44:43 GMT-0700 2013

**MINUTES****RICHLAND CITY COUNCIL REGULAR MEETING****Richland City Hall ~ 505 Swift Boulevard****Tuesday, June 4, 2013**

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**Pre-Meeting:**

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

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

Also present were City Manager Johnson, Deputy City Manager King, Assistant City Manager Amundson, Acting City Attorney Brown, Parks and Recreation Director Schiessl, Communication and Marketing Manager Herron, Economic Development Manager Ballew and City Clerk Hopkins.

1. Lease Extension for CREHST Museum (15 minutes)

- Bill King, Deputy City Manager

Mr. King said the existing lease for the CREHST Museum will expire at the end of the month. Lisa Toomey, Interim Director for the CREHST, has asked for a one-year lease extension or until the REACH opens and the museum can move into the new facility.

Council Member Christensen said he will request that Consent Agenda Item No. 10. Funding Recommendations for the 2013 Hotel/Motel Lodging Tax Fund - Spring Cycle, be moved to Items of Business. He believes the funds allocated to the Wine Science Center project could be used for better purposes.

Ms. Johnson noted the reception for retiring City Attorney Lampson will be held on June 20 at the Richland Library from 1:00 – 3:00 p.m.

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

**Regular Meeting:**

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

**Welcome and Roll Call:**

Mayor Pro Tem Rose welcomed those in the audience and expressed appreciation for their attendance.

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

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

**COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER LEMLEY SECONDED A MOTION TO EXCUSE MAYOR FOX AND COUNCIL MEMBER THOMPSON. THE MOTION CARRIED 5-0.**

**Pledge of Allegiance:**

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

**Approval of Agenda:**

**COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER CHRISTENSEN SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.**

**Presentations:**

1. Code 4 Public Safety Education Association Award to Police Captain Cobb  
- Chris Skinner, Police Services Director

Joe Pucket, from Code 4 Safety Education Association, awarded Police Captain Cobb a plaque and gave details of Captain Cobb's 20 years of service in the instruction of critical incident stress management, locally and nationally.

Mayor Pro Tem Rose complimented Captain Cobb for his service to the staff and citizens of Richland, not only as a member of the Police Department, but for his other community involvement as well.

2. Presentation of American Public Works Association Award for the Keene Road Bridge Project  
- Pete Rogalsky, Public Works Director

Mr. Rogalsky gave the details of the Keene Road Bridge Project and about the award the City received for the project from the American Public Works Association.

3. New Employee Introductions  
- Gordon Beecher, Human Resources Director

Mayor Pro Tem Rose said the new employees to be introduced were unable to attend the Council meeting.

**Richland Report:**

Council Member Lemley said he recently attended an informative meeting of the Yakima Basin Fish and Wildlife Committee in Yakima.

Council Member Kent said she recently attended a ribbon cutting for the new apartment complex Mosaic on the River and described its amenities.

Mayor Pro Tem Rose said he attended a meaningful Veteran Memorial Service at the Sunset Memorial Cemetery on May 27, 2013.

**Public Hearing:**

City Clerk Hopkins read the Public Hearing and Comments procedures.

1. Potential Surplus of City-Owned Property at 505 Wright Street  
- Joe Schiessl, Parks and Recreation Director

Mr. Schiessl noted the correct address of the potential surplus property is 507, not 505 as listed on the agenda. He said the Sagebrush Montessori School wants to expand its program and is interested in the Wright Street facility and property. He gave details of the current use of the facility by a cooperative pre-school whose program can be moved to the Community Center. The facility was formerly a Fire Station and is considered to be surplus to the City's needs and by doing so, it would support the Strategic Plan's goals. Mr. Schiessl explained the two-step process needed to surplus the property.

Mayor Pro Tem Rose opened the public hearing at 7:49 p.m.

Greg Jones, Vice-Chair of the Parks and Recreation Commission, said the commission supports the surplus of the property.

Susan Ayers, representing the Sagebrush Montessori, thanked the City for considering their proposal.

Mayor Pro Tem closed the public hearing at 7:51 p.m.

**Comments:**

1. Public Comments

None.

2. Reports of Board and Commission Representatives:

Chris Watkins, Tri-Cities Visitor and Convention Bureau CEO, spoke in support of the \$100,000 for the Wine Science Center from the Hotel/Motel Lodging Tax Fund. She believes the facility will greatly benefit tourism in the Tri-Cities area.

3. Reports of Visiting Officials:  
None.

**Consent Calendar:**

City Clerk Hopkins read the Consent items.

Minutes - Approval:

1. Council Meeting Held May 21, 2013  
- Jon Amundson, Assistant City Manager

Ordinances - First Reading:

2. Ordinance No. 22-13, Amending RMC Title 9: Crime, Adding Section 9.12.055 and Amending Title 15: Solid Waste, Sections 15.12.010 and 15.24.050 by Changing the Infraction of Illegal Dumping to a Criminal Offense  
- Tom Lampson, City Attorney
3. Ordinance No. 24-13, Extending the Cable Franchise Agreement  
- Jon Amundson, Assistant City Manager

Ordinances - Passage:

4. Ordinance No. 17-13, Amending RMC Section 3.30.040: Finance, to Allow for Collection of Delinquent Service Charges and to Waive Late Penalty Charges and Disconnection and Reconnection Charges Under Specified Circumstances  
- Tom Lampson, City Attorney
5. Ordinance No. 20-13, Approving the Annexation of a One-Acre Property Located Adjacent to the Falconcrest Plat  
- Rick Simon, Development Services Manager
6. Ordinance No. 21-13, Vacating a Portion of Goethals Drive  
- Pete Rogalsky, Public Works Director

Resolutions - Adoption:

7. Resolution No. 34-13, Appointment to the Parks and Recreation Commission: Kit  
- Jon Amundson, Assistant City Manager

Items for Approval:

8. Naming of the Howard Amon Tennis Courts  
- Joe Schiessl, Parks and Recreation Director
9. Acceptance of Grant from the United States Tennis Association for the Claybell Park Project  
- Joe Schiessl, Parks and Recreation Director

**Pulled:** 10. Funding Recommendations for the 2013 Hotel/Motel Lodging Tax Fund - Spring Cycle  
- Trish Herron, Communications and Marketing Manager

11. Assignment of Wine Science Center Grant to Washington State University  
- Gary Ballew, Economic Development Manager

12. Interlocal Agreement with Port of Benton to Build Fiber Optic in the Tri-Cities Research District

- Gary Ballew, Economic Development Manager

13. Fiber Optic Cable Lease Agreement with Richland School District

- Gary Ballew, Economic Development Manager

Award of Bid - Approval:

14. Award of Bid to Magnum Power, LLC for Tapteal Substation Oil Containment Project

- Bob Hammond, Energy Services Director

Expenditures - Approval:

15. May 13, 2013 - May 24, 2013, for \$4,384,277.23, including Check Nos. 201720-202142, Wire Nos. 5348-5351, Payroll Check Nos. 98965-98978, and Payroll Wire/ACH Nos. 8052-8064

- Cathleen Koch, Administrative Services Director

**COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER ANDERSON SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS AMENDED BY MOVING ITEM NO. 10 TO ITEMS OF BUSINESS. THE MOTION CARRIED 5-0.**

**Items of Business:**

1. Funding Recommendations for the 2013 Hotel/Motel Lodging Tax Fund – Spring Cycle

- Trish Herron, Communications and Marketing Manager

Council Member Christensen said he believes that the \$100,000 allocated to the Wine Science Center could be better used for City capital improvement projects. He said the \$100,000 would not significantly impact the success of a project that large. He asked about the application and for clarification of the direct link between the Wine Science Center and it creating more tourism.

Ms. Herron said the Wine Science Center's application was for administration support during construction and none of the capital improvement projects Council Member Christensen mentioned applied for funding. She said the application does address the relationship between the project and tourism.

Council Member Kent said she is comfortable with the Hotel/Motel Lodging Tax Committee's review and recommendation for funding the Wine Science Center.

Council Member Lemley supports funding the Wine Science Center with the Hotel/Motel Lodging Tax.

Council Member Anderson said he supports the allocation of funds for the Wine Science Center and believes it has long-term tourism potential.

**COUNCIL MEMBER LEMLEY MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO APPROVE THE FUNDING RECOMMENDATIONS FOR THE 2013 HOTEL/MOTEL LODGING TAX FUND – SPRING CYCLE. THE MOTION CARRIED 4-1. COUNCIL MEMBER CHRISTENSEN OPPOSED.**

**Reports and Comments:**

1. City Manager Johnson said City Attorney Lampson has retired and interviews have been scheduled for his replacement this week.
2. Acting City Attorney Brown had no comments.
3. Council Members:

Council Member Kent thanked the applicants for the Parks and Recreation Commission position and express appreciation for their interest in community service.

4. Mayor Pro Tem Rose had no additional comments.

**Adjournment:**

Mayor Pro Tem Rose adjourned the meeting at 8:15 p.m.

Respectfully Submitted,

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Marcia Hopkins  
City Clerk

**FORM APPROVED:**

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John Fox  
Mayor

**DATE APPROVED:**





## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 2 - Infrastructure & Facilities

Subject: ORDINANCE NO. 28-13, AMENDING RMC CHAPTER 17.70: SEWER EXTENSIONS

Department: Public Works

Ordinance/Resolution: 28-13

Reference:

Document Type: Ordinance

### Recommended Motion:

Give first reading by title only to Ordinance 28-13, amending Richland Municipal Code Chapter 17.70: Sewer Extensions to provide for the extension of the sanitary sewer system to adjacent property boundaries.

### Summary:

This code amendment is intended to clarify how the sanitary sewer system is to be extended and who is responsible for the costs of the extensions. Most land development projects involve extension of the City's sewer collection system to the developed property. The infrastructure designs are permitted under Title 12 of the Richland Municipal Code, which requires approval of the City Engineer. Some infrastructure design requirements are also documented in Council or Planning Commission approvals. It has been standard practice for the past twenty years or more to require pipelines to be extended to adjacent property boundaries so that systems are well designed and efficient. The Municipal Code does not explicitly require extension to the adjacent property boundaries. The current code language has been interpreted by several recent developers to read that in a development-initiated sewer extension, they are only responsible for the costs associated with building the system to support their development.

In order to provide for a better planned and more efficient sewer collection system, staff believes it is in the City's best interest to require the proposing developer to construct their sewer system and extend the system to the adjacent property boundaries, consistent with the City's long-standing practice. Amending the Municipal Code to reinforce current practice will accomplish this aim.

Staff conducted research through the Municipal Research and Services Center to evaluate typical approaches to this issue. There were numerous examples of municipal code requirements to extend utilities to and through developing property. Staff proposed language was based on examples in use elsewhere in Washington State.

Amendments to Municipal Code Chapters 18.34: Water Extensions and 24.20: Improvements Standards will also be updated for consistency.

Fiscal Impact?

☐ Yes ☒ No

### Attachments:

1) ORD 28-13 Amending Chapter 17 Sewer Extension

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:19:10 GMT-0700 2013

ORDINANCE NO. 28-13

AN ORDINANCE OF THE CITY OF RICHLAND  
amending Title 17: Sewers, of the Richland Municipal Code  
regarding the extension of sanitary sewer to adjacent  
properties

WHEREAS, Richland Municipal Code Chapter 17.70 provides for sanitary sewer extensions; and

WHEREAS, Richland Municipal Code Section 17.70.010 describes the approval of sewer system extensions; and

WHEREAS, Richland Municipal Code Section 17.70.020 outlines the responsibility for costs of sewer system extensions; and

WHEREAS, Richland Municipal Code Section 17.70.030 provides the specifications for sewer extensions; and

WHEREAS, Richland Municipal Code Section 17.70.040 describes what portion of the sewerage system improvements are the responsibility of the City and is no longer needed; and

WHEREAS, it is desirable that development-initiated sewer extensions provide for the orderly extension of the sewer system to adjacent properties by extending sewer pipelines to adjacent property boundaries; and

WHEREAS, without such a requirement subsequent development will need to excavate and patch City streets, thereby decreasing their service life and increasing the maintenance costs of City streets; and

WHEREAS, without such a requirement development-initiated sewer extensions will result in poorly-planned, inefficient sewer collection systems.

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

Section 1.01 the following Sections of Richland Municipal Code Chapter 17.70: Sewer Extensions are hereby amended to read as follows:

## Chapter 17.70 SEWER EXTENSIONS

### Sections:

[17.70.010](#) Approval of sewer system extensions.

[17.70.020](#) Responsibility for costs of extensions.

[17.70.030](#) Specifications for extensions.

~~[17.70.040](#) Sewerage system additions and improvements.~~

[17.70.050](#) Ownership of sewerage system extensions.

### **17.70.010 Approval of sewer system extensions.**

All extensions of the sewerage system from the existing city of Richland sewerage system to properties outside the City limits, as of the effective date of the ordinance codified in this chapter, shall have prior approval of the city council. Extensions within the City limits shall be as approved by the City Engineer. [Ord. 793].

### **17.70.020 Responsibility for costs of extensions.**

Sewerage system extensions, including but not limited to mains, laterals, sewer lift stations, ~~and~~ side sewers, and extensions to adjacent property boundaries shall be made at the expense of the proposing and benefiting property owner(s) ~~to be served by the extension~~; provided, that the city of Richland may elect to participate in that portion of a sewerage system extension larger than required to serve the benefiting property in order to provide for future requirements. The costs of the sewerage system extension(s) are in addition to any and all costs provided for otherwise in the Richland Municipal Code. [Ord. 793].

### **17.70.030 Specifications for extensions.**

All installations of sewerage system extensions shall have the approval of the city engineer and shall be in compliance with available standards for sewerage systems, including the most recent version of the City's General Sewer Plan and the Washington State Department of Ecology Criteria for Sewage Works Design. In addition, extensions shall pass through the benefitting property owners' property to adjacent property boundaries as required by the City Engineer to affect the orderly and efficient extension of the City's sewer system. In determining whether to require extension of a sewer pipeline to an adjacent property boundary the City Engineer shall consider land topography, availability of public rights of way and easements, and the long term cost of maintenance and operation of the public sewer system [Ord. 793; Ord. 07-04].

### ~~**17.70.040 Sewerage system additions and improvements.**~~

~~The cost of installation of that portion of the sewerage system which does not specially benefit the real property owner, such as treatment plant, trunk (or collector) mains and general sewer lift stations, shall be borne by the sewer utility. [Ord. 793; Ord. 07-04].~~

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

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

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
BRONSON BROWN  
Acting City Attorney

Date Published: \_\_\_\_\_



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 2 - Infrastructure & Facilities

Subject: ORDINANCE NO. 26-13, AMENDING RMC CHAPTER 18.34: WATER SYSTEM EXTENSIONS

Department: Public Works

Ordinance/Resolution: 26-13

Reference:

Document Type: Ordinance

### Recommended Motion:

Give first reading by title only to Ordinance No. 26-13, amending Richland Municipal Code Chapter 18.34: Water System Extensions to provide for the extension of the domestic water delivery system to adjacent property boundaries.

### Summary:

This code amendment is intended to clarify how the potable water system is to be extended and who is responsible for the costs of the extensions. Most land development projects involve extension of the City's water distribution system to the developed property. The infrastructure designs are permitted under Title 12 of the Richland Municipal Code, which requires approval of the City Engineer. Some infrastructure design requirements are also documented in Council or Planning Commission approvals. It has been standard practice for the past twenty years or more to require pipelines to be extended to adjacent property boundaries so that systems are well designed and efficient. The Municipal Code does not explicitly require extension to the adjacent property boundaries. The current code language has been interpreted by several recent developers to read that in a development-initiated water extension, they are only responsible for the costs associated with building the system to support their development.

In order to provide for a better planned and more efficient water distribution system, staff believes it is in the City's best interest to require the proposing developer to construct their water system and extend the system to the adjacent property boundaries, consistent with the City's long-standing practice. Amending the Municipal Code to reinforce current practice will accomplish this aim.

Staff conducted research through the Municipal Research and Services Center to evaluate typical approaches to this issue. There were numerous examples of municipal code requirements to extend utilities to and through developing property. Staff proposed language was based on examples in use elsewhere in Washington State.

Amendments to Municipal Code Chapters 17.70: Sewer Extensions and 24.20: Improvements Standards will also be updated for consistency.

Fiscal Impact?

☐ Yes ☒ No

### Attachments:

1) ORD 26-13 Amending Title 18 Regarding Extension of Domestic Water to Adjacent Properties

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:02:19 GMT-0700 2013

ORDINANCE NO. 26-13

AN ORDINANCE OF THE CITY OF RICHLAND  
amending Title 18: Water System Extensions, extending  
domestic water to adjacent properties.

WHEREAS, Richland Municipal Code Chapter 18.34 provides for domestic water extensions; and

WHEREAS, Richland Municipal Code Section 18.34.010 describes the approval of domestic water system extensions; and

WHEREAS, Richland Municipal Code Section 18.34.020 outlines the responsibility for costs of water system extensions; and

WHEREAS, Richland Municipal Code Section 18.34.030 provides the specifications for water extensions; and

WHEREAS, Richland Municipal Code Section 18.34.040 describes what portions of the water system improvements are the responsibility of the City; and

WHEREAS, it is desirable that development-initiated water extensions provide for the orderly extension of the water system to adjacent properties by extending water pipelines to adjacent property boundaries; and

WHEREAS, without such a requirement, subsequent development will need to excavate and patch City streets, thereby decreasing their service life and increasing the maintenance costs of City streets; and

WHEREAS, without such a requirement development-initiated water extensions will result in a poorly-planned, inefficient water distribution system.

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

Section 1.01 the following Sections of Richland Municipal Code Chapter 18.34: Water System Extensions are hereby amended to read as follows:

## Chapter 18.34 WATER SYSTEM EXTENSIONS

### Sections:

18.34.010 Approval of water system extensions.

18.34.020 Responsibility for costs of extensions.

18.34.030 Specifications for extensions.

~~18.34.040 Water system additions and improvements.~~

18.34.050 Ownership of water system extensions.

### **18.34.010 Approval of water system extensions.**

All extensions of the domestic water system to properties outside of the city limits from the existing city of Richland water system as of the effective date of the ordinance codified in this chapter shall have prior approval of the city council. Extensions within the city limits shall be as approved by the City Engineer. [Ord. 794].

### **18.34.020 Responsibility for costs of extensions.**

Water system extensions, including but not limited to mains, hydrants, service lines, meter setters, meter boxes, pumps, ~~and~~ reservoirs, and extensions to adjacent property boundaries shall be made at the expense of the proposing and benefiting property owner(s) ~~to be served by the extension~~; provided, that the city of Richland may elect to participate in that portion of a water system extension larger than required to serve the benefiting property in order to provide for future requirements. The costs of the water system extension(s) are in addition to any and all costs provided for otherwise in the Richland Municipal Code. [Ord. 794; Ord. 06-04].

### **18.34.030 Specifications for extensions.**

All installations of water system extensions shall have the approval of the ~~engineering division~~ City Engineer, development services department, the city of Richland and shall be in compliance with the most recent edition of the City's Water System Plan, Washington State Department of Health design standards, and the recommendations of the National Board of Fire Underwriters and the American Water Works Association Standards for water systems. In addition, extensions shall pass through or around the benefitting property owners' property to adjacent property boundaries as required by the City Engineer to affect the orderly and efficient extension of the City's domestic water system. In determining whether to require extension of a water main to an adjacent property boundary, the City Engineer shall consider land topography, pressure zones, availability of public rights of way and easements, and the long-term cost of maintenance and operation of the public water system. [Ord. 794]."

### ~~**18.34.040 Water system additions and improvements.**~~

~~The cost of installation of that portion of the water system which does not specially benefit the real property owner, such as filter plants, trunk mains and general system reservoirs, shall be borne by the water and sewer division. [Ord. 794].~~

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

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

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
Bronson Brown  
Acting City Attorney

Date Published: \_\_\_\_\_





## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 2 - Infrastructure & Facilities

Subject: ORDINANCE NO. 27-13, AMENDING RMC TITLE 24: DESIGN OF SEWER & WATER SYSTEMS EXTENSIONS

Department: Public Works

Ordinance/Resolution: 27-13

Reference:

Document Type: Ordinance

### Recommended Motion:

Give first reading by title only to Ordinance 27-13, amending Richland Municipal Code Chapter 24.20: Improvement Standards relating to the infrastructure design requirements of sanitary sewer and domestic water system extensions.

### Summary:

This code amendment is intended to clarify how the sanitary sewer and potable water systems are to be extended and who is responsible for the costs of the extensions. Most land development projects involve extension of the City's water distribution and sewer collection systems to the developed property. The infrastructure designs are permitted under Title 12 of the Richland Municipal Code, which requires approval of the City Engineer. Some infrastructure design requirements are also documented in Council or Planning Commission approvals. It has been standard practice for the past twenty years or more to require pipelines to be extended to adjacent property boundaries so that systems are well designed and efficient. The Municipal Code does not explicitly require extension to the adjacent property boundaries. The current code language has been interpreted by several recent developers to read that in a development-initiated utility extensions, the developer is only responsible for the costs associated with building the system to support their development.

In order to provide for a better planned and more efficient utility systems, staff believes it is in the City's best interest to require the proposing developer to construct their systems and extend the systems to the adjacent property boundaries, consistent with the City's long-standing practice. Amending the Municipal Code to reinforce current practice will accomplish this aim.

Staff conducted research through the Municipal Research and Services Center to evaluate typical approaches to this issue. There were numerous examples of municipal code requirements to extend utilities to and through developing property. Staff proposed language was based on examples in use elsewhere in Washington State.

Amendments to Municipal Code Chapters 18.34: Water Extensions and 17.70: Sewer Extensions will also be updated for consistency.

Fiscal Impact?

☐ Yes ☒ No

### Attachments:

1) ORD 27-13 Amending RMC Title 24 Water and Sewer Design Requirements

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:18:52 GMT-0700 2013

## ORDINANCE NO. 27-13

AN ORDINANCE OF THE CITY OF RICHLAND  
amending Title 24: Plats and Subdivision of the Richland  
Municipal Code regarding the design of sanitary sewers and  
the potable water system

WHEREAS, Richland Municipal Code Chapter 24.20 describes the utility infrastructure design requirements for new development; and

WHEREAS, it is desirable that development-initiated sewer and water extensions provide for the orderly extension of the sewer and potable water systems to adjacent properties by extending pipelines to adjacent property boundaries; and

WHEREAS, without such a requirement subsequent development will need to excavate and patch City streets, thereby decreasing their service life and increasing the maintenance costs of City streets; and

WHEREAS, without such a requirement development-initiated sewer and water extensions will result in poorly planned, inefficient sewer collection and water distribution systems.

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

Section 1.01 the following Sections of Richland Municipal Code Chapter 24.20: Improvement Standards, are hereby amended to read as follows:

### **24.20.040 Utilities – Sanitary sewers.**

If a public sanitary ~~or combined~~ sewer is available for connection within 500 feet of the subdivision, the subdivision shall be provided with a complete sanitary sewer system serving each lot designed for human habitation. Design of the sewage disposal system shall be in accordance with Section 17.70 of the Richland Municipal Code ~~Washington Pollution Control Commission requirements~~. [Ord. 73 § 5.04].

### **24.20.050 Utilities – Potable water system.**

If a public water main is available for connection within 500 feet of the subdivision, the subdivision shall be provided with a potable water distribution system serving each lot designed for human habitation, and unless equal protection can be otherwise supplied, shall be provided with fire hydrants at each street intersection and at approximately 600-foot intervals on each street between intersections. Water distribution systems

shall be designed in accordance with [Section 18.34 of the Richland Municipal Code.](#)  
~~National Board of Fire Underwriters' recommendations.~~ [Ord. 73 § 5.05].

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

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

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
BRONSON BROWN  
Acting City Attorney

Date Published: \_\_\_\_\_



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 25-13, AMENDING RMC SECTION 14.24.200: INVESTMENT COST RECOVERY

Department: Energy Services

Ordinance/Resolution: 25-13

Reference:

Document Type: Ordinance

**Recommended Motion:**

Give first reading to Ordinance No. 25-13, amending RMC Section 14.24.200, Investment Cost Recovery, regarding annual renewal application fee.

**Summary:**

The State of Washington authorizes in RCW 82.16.110-.140 and WAC 458-20-273 a renewable energy Investment Cost Recovery (ICR) program incentive related to electric net metering Distributed Generation (DG) systems. The City has 18 such systems currently, mostly solar energy roof-top installations. Owners of these systems benefit in two ways financially, both which help pay back the capital cost of installing their respective systems. They reduce their electric power needs from the City's utility system (use less City provided power) and, as a result of the State's program, get an annual renewable energy incentive payment from the State. Because of the way the City's wholesale power purchase agreement is structured with BPA, the City benefits from not having to deliver (and pay for) as much Tier 2 power at market price.

Richland Municipal Code (RMC) Section 14.24.200 sets forth conditions for implementing the State's ICR program with Richland's electric utility customers, including the requirement for customers to pay an initial project fee and annual renewal fees. Energy Services Department (RES) staff believe that by revising RMC 14.24.200 to eliminate the annual renewal fees (currently set at \$135 per DG project), the City will benefit by encouraging more DG systems in the future.

Staff recommends the adoption of Ordinance No. 25-13.

**Fiscal Impact?**

☒ Yes ☐ No

Loss of 2013 budgeted revenues in the electric utility enterprise fund of approximately \$2,500.

**Attachments:**

1) Proposed Ordinance No. 25-13

City Manager Approved:

Johnson, Cindy  
Jun 13, 14:18:49 GMT-0700 2013

## ORDINANCE NO. 25-13

AN ORDINANCE OF THE CITY OF RICHLAND  
amending Section 14.24.200: Investment Cost Recovery  
Incentive of the Richland Municipal Code regarding annual  
renewal application fee.

WHEREAS, the State of Washington authorizes in RCW 82.16.110-.140 and WAC 458-20-273 a renewable energy Investment Cost Recovery (ICR) program incentive related to electric net metering Distributed Generation (DG) systems; and

WHEREAS, Richland Municipal Code Section 14.24.200 sets forth conditions for implementing the State's ICR program with Richland's electric utility customers including the requirement for customers to pay an initial project fee and annual renewal fees; and

WHEREAS, promoting a responsible rate of growth for these DG systems will assist in the mitigation of the higher cost of Tier 2 wholesale power purchased by Richland's electric utility; and

WHEREAS, the annual renewal fee for customer participation in the ICR program is considered a disincentive to promoting responsible growth for DG systems; and

WHEREAS, legal review has determined that the annual renewal fee is neither a statutory requirement nor any condition of utility bond covenants.

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

Section 1.01 The requirement to pay an annual renewal fee for ICR program participation is eliminated.

Section 1.02 RMC Section 14.24.200 is hereby amended to read as follows:

### **14.24.200 Investment cost recovery incentive.**

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

Energy produced as a part of the investment cost recovery incentive may be used in conservation programs by the city. ~~An yearly renewal application fee and~~ initial installation fee will be charged for participation in investment cost recovery. ~~These fees are~~ This fee is listed in the city of Richland user fees and charges.

[Ord. 14-07; Ord. 14-12 § 2].

Section 1.03 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

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

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
BRONSON BROWN  
Acting City Attorney

Date Published: \_\_\_\_\_



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORD NO. 22-13, AMENDING TITLE 9: CRIME, CHANGING ILLEGAL DUMPING TO CRIMINAL OFFENSE

Department: City Attorney

Ordinance/Resolution: 22-13

Reference:

Document Type: Ordinance

### Recommended Motion:

Give second reading by title only and pass Ordinance No. 22-13, Amending Title 9: Crime, changing illegal dumping to criminal offense.

### Summary:

Code Enforcement has requested that the Richland Municipal Code (RMC) be amended to reinstate illegal dumping as a crime. Several years ago, many criminal acts were changed to civil violations. At that time, illegal dumping was inadvertently changed from criminal to civil violation. It has never been addressed by Code Enforcement as a civil violation.

The complaints regarding illegal dumping are often when the activity is in progress and require an immediate response. This can be better accomplished by Police Officers on patrol as opposed to the 8:00 a.m. - 5:00 p.m., Monday through Friday, response that can be provided by Code Enforcement. Additionally, the Code Enforcement Board process is more lengthy and less immediate than what can be provided by Police contact.

First reading of the ordinance was given at the June 4, 2013, Council meeting.

Fiscal Impact?

☐ Yes ☒ No

### Attachments:

1) Proposed Ordinance

City Manager Approved:

Johnson, Cindy  
Jun 13, 14:19:11 GMT-0700 2013

## ORDINANCE NO. 22-13

AN ORDINANCE OF THE CITY OF RICHLAND amending Richland Municipal Code Title 9: Crime, adding Section 9.12.055, and amending Title 15: Solid Waste, Sections 15.12.010 and 15.24.050 changing the infraction of illegal dumping to a criminal offense.

WHEREAS, the City amended its municipal code in 2011 with the primary purpose of changing a number of criminal offenses to civil violations in regards to the seriousness of the offense, and

WHEREAS, experience over the past two years has demonstrated to the Code Enforcement Division of the Richland Police Department that the community would be better served if illegal dumping, now codified as a civil offense in Title 15: Solid Waste, was listed as a criminal offense in Title 9: Crime; and

WHEREAS, by having the matter handled in the Criminal Code, police officers will respond to these matters backed by the potential penalties provided by the Criminal Code, and violators will be faced with more potentially serious penalties for failing to comply with the law.

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

Section 1.01 Richland Municipal Code Title 15: Solid Waste, Section 15.12.010 is hereby amended to read as follows:

**15.12.010 Accumulation and disposal of refuse regulated.**

It is unlawful for any person to bury, burn, dump, collect, remove, or in any other manner dispose of or deposit refuse upon any street, alley, public place, or private property within the city other than as herein provided; except, however, that this section shall not be taken to prohibit maintenance of any compost heap upon private property in a manner not constituting a nuisance. [The penalty for this offense is found in RMC 9.12.055.](#) [Ord. 79 § 3.01; Ord. 03-10 § 1.02].

Section 1.02 Richland Municipal Code Title 15: Solid Waste, Section 15.24.050 is hereby amended to read as follows:

**15.24.050 Violations – Penalties.**

[Except for charges filed for a violation of RMC 15.12.010](#), ~~A~~any person who has violated any provision of this chapter shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses.



For any violation of a continuing nature, each day's violation shall be considered a separate offense and shall subject the offender to the above penalties for each offense. [Ord. 79 § 6.05; Ord. 22-75 § 1.01; Ord. 51-76 § 1.03; Ord. 17-84; Ord. 38-95; Ord. 06-10 § 1.29; Ord. 43-12 § 1.01].

Section 1.03 Section 9.12.055, Illegal dumping, is added to Richland Municipal Code Title 9: Crime, Chapter 9.12 to read as follows:

## **Chapter MISCELLANEOUS CRIMES**

**9.12**

Sections:

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

### **9.12.010 Conspiracy.**

It is unlawful for any person, with intent that conduct constituting a crime be performed, to agree with one or more persons to engage in or cause the performance of such conduct. Every person who is convicted of a violation of the provisions of this section shall be guilty of conspiracy. When an object of the conspiratorial agreement is a Class C felony, as defined by the laws of the state of Washington, Chapter [9A.28](#) RCW, conspiracy is a gross misdemeanor. When an object of the conspiratorial agreement is another misdemeanor or gross misdemeanor, conspiracy is a misdemeanor. [Ord. 99-76 § 1.01; Ord. 4-85; Ord. 20-11 § 1.17].

### **9.12.020 Riot.**

It is unlawful for any person, acting with three or more persons, to knowingly and unlawfully use or threaten to use force, or in any way participate in the use of such force against any other person or against property. Every person who is convicted of a violation of the provisions of this section shall be guilty of riot, a gross misdemeanor, unless the actor is armed with a deadly weapon, which is a Class C felony under Chapter [9A.84](#) RCW. [Ord. 99-76 § 1.01; Ord. 4-85; Ord. 20-11 § 1.17].

### **9.12.030 Failure to disperse.**

It is unlawful for any person to congregate with a group of three or more other persons at such times as there are acts of conduct within the group which create a substantial risk of causing injury to any person, or substantial harm to property, and to refuse or fail to disperse when ordered to do so by a peace officer

engaged in enforcing or executing the law. Every person who is convicted of a violation of the provisions of this section shall be guilty of failure to disperse, a misdemeanor. [Ord. 99-76 § 1.01; Ord. 20-11 § 1.17].

**9.12.040 Unlawful discharge of a laser in the second degree.**

RCW 9A.49.030 is hereby adopted by reference as currently enacted or as hereafter amended or recodified from time to time and shall be given the same force and effect as if set forth herein in full. [Ord. 18-12 § 4].

**9.12.050 Impersonating public officer.**

*Repealed by Ord. 20-11.* [Ord. 99-76 § 1.01].

**9.12.055 Illegal dumping.**

It is unlawful for any person to bury, burn, dump, collect, remove, or in any other manner dispose of or deposit refuse upon any street, alley, public place, or private property within the city other than as provided in RMC 15.12; except, that this section shall not be taken to prohibit maintenance of any compost heap upon private property in a manner not constituting a nuisance. Every person who is convicted of a violation of the provisions of this section shall be guilty of Illegal Dumping, a misdemeanor.

**9.12.060 Abandoned refrigerators.**

It is unlawful for any person to place, maintain, leave or possess, or to knowingly permit to be placed, maintained, left or possessed, in any place accessible to children, any abandoned, unused or discarded icebox, refrigerator or other like container or receptacle, unless all doors thereon may be readily opened by children from the inside thereof and all locks and locking devices have been removed therefrom. Every person convicted of a violation of the provisions of this section shall be guilty of a misdemeanor. [Ord. 99-76 § 1.01; Ord. 20-11 § 1.17].

**9.12.070 Cold storage lockers.**

A. It is unlawful for any person, either as owner or operator, or as agent for the owner or operator, to maintain or operate any cold storage locker or cold storage room unless the same is equipped with the following:

1. An emergency bell clearly audible to persons on the outside of the cold storage enclosure and operable from the inside of the locker or room. The operating mechanism on the inside of the locker or room shall be clearly posted with the words "emergency bell";
2. Two or more separate electric lights of at least 10 watts each, located on the inside of the locker or room immediately adjacent to the operating mechanism of the emergency bell required in subsection (A)(1) of this section.

B. Every person convicted of a violation of the provisions of this section shall be guilty of a misdemeanor. [Ord. 99-76 § 1.01; Ord. 20-11 § 1.17].

**9.12.080 Hunting.**

It is unlawful for any person to hunt any bird or animal within the city limits of the city of Richland, except in areas of the city that may be designated by resolution of the city council, and during such times as may be so designated. Every person convicted of a violation of the provisions of this section shall be guilty of a misdemeanor. [Ord. 99-76 § 1.01; Ord. 20-11 § 1.17].

**9.12.090 Tormenting or harassing birds and animals.**

It is unlawful for any person to willfully torment or harass any game bird, game animal, or any species of bird or animal protected under the rules or regulations promulgated by the Washington State Game Commission; provided, however, that nothing contained in this section shall apply to birds or animals which are lawfully hunted in areas of the city designated by resolution of the city council during such times as may be so designated. Every person convicted of a violation of this section shall be guilty of a misdemeanor. [Ord. 99-76 § 1.01; Ord. 20-11 § 1.17].

**9.12.100 Violation of court orders.**

*Repealed by Ord. 20-11. [Ord. 39-92].*

Section 1.04 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 18<sup>th</sup> day of June, 2013.

---

JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

MARCIA HOPKINS  
City Clerk

---

BRONSON BROWN  
Acting City Attorney

Date Published: June 23, 2013



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 24-13, EXTENDING THE CABLE FRANCHISE AGREEMENT

Department: Assistant City Manager

Ordinance/Resolution: 24-13

Reference:

Document Type: Ordinance

### Recommended Motion:

Give second reading and pass Ordinance No. 24-13, extending the Cable Television Franchise Agreement with Falcon Video Communications, L.P., locally known as Charter Communications, until June 26, 2014, or when a franchise agreement is agreed to by the parties and enacted by the City.

### Summary:

On September 20, 2011, City Council approved an interlocal agreement with the City of Pasco and a contract with The Buske Group for renegotiations of the City's cable television franchise.

Over the past year and a half, the City has been working with The Buske Group in an effort to prepare for and negotiate a cable franchise renewal agreement with Charter Communications. A franchise agreement is a land use contract between the City and a cable franchise operator. The agreement is what allows the cable operator to place their cable lines in the public rights-of-way. In return, the City, abiding by Federal and State laws, defines the type, level, and quality of service provided by the cable operator.

The City has been negotiating a franchise renewal with Charter for the past six months. However, the current 15-year franchise agreement is due to expire and we are not able to recommend the franchise renewal at this time. In order to provide additional time to complete the renewal process, staff proposes to extend the current franchise for up to one additional year. Should the parties agree to the terms and conditions of the franchise prior to expiration of the extension, the new franchise will serve to cancel the remainder of the extension.

The City Council gave first reading, by title only, to Ordinance No. 24-13 on June 4, 2013.

Fiscal Impact?

☐ Yes ☒ No

### Attachments:

1) Draft Ordinance No. 24-13 Charter Franchise Extension

City Manager Approved:

Johnson, Cindy  
Jun 13, 15:49:41 GMT-0700 2013

ORDINANCE NO. 24-13

AN ORDINANCE OF THE CITY OF RICHLAND  
Extending the Cable Television Franchise Agreement with  
Falcon Video Communications L.P., Locally Known as  
Charter Communication, Hereinafter Referred to as  
“Grantee,” Through June 26, 2014.

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

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

WHEREAS, the Cable Franchise is due to expire on September 20, 2013; and

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

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

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

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

WHEREAS, the City is willing to grant an extension of the current Cable Franchise until June 26, 2014, to give the parties additional time to complete the renewal process.

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

Section 1.01 Extension of the Term of the Cable Franchise through June 26, 2014.

The Cable Franchise, as amended, is hereby extended, subject to the terms and conditions set forth below, until the earlier of June 26, 2014, or when a new franchise agreement is agreed to by the parties and enacted by the City.

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

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

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

Section 1.03 This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 18<sup>TH</sup> day of June 2013.

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
BRONSON BROWN  
Acting City Attorney

Date Published: June 23, 2013

EXHIBIT "A"

Acceptance of Ordinance No. 24-13

TO: City of Richland, Washington

Attention: Assistant City Manager Jon Amundson

P.O. Box 190, MS-04  
Richland, WA 99352

This is to advise the City of Richland that Falcon Video Communications, L.P. (the "Grantee"), hereby unqualifiedly accepts Ordinance No. 24-13, passed by the City Council on June 18, 2013, regarding the extension of the Cable Television Franchise Agreement between Grantee and the City.

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 36-13, APPOINTMENTS TO THE ECONOMIC DEVELOPMENT COMMITTEE

Department: Assistant City Manager

Ordinance/Resolution: 36-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 36-13, Appointing William Kinsel and P. Simon Mahler to the Economic Development Committee

Summary:

Nate Higgins (Position No. 3) and Tawney Carrier (Position No. 6) recently resigned from the Economic Development Committee (EDC).

EDC Acting Chair and Council Liaison Anderson are recommending the appointments of William Kinsel to Position No. 3 and P. Simon Mahler to Position No. 6 with term expirations of October 2, 2015, and October 2, 2014, respectively.

The application of MillieAnne VanDevender was also considered for appointment.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Proposed Resolution
- 2) Recommendation and Applications

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:20:12 GMT-0700 2013



RESOLUTION NO. 36-13

A RESOLUTION of the City of Richland confirming the position appointments of William Kinsel and P. Simon Mahler to the Economic Development Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following appointments to the Economic Development Committee are hereby confirmed:

<u>NAME</u>	<u>ADDRESS</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
William Kinsel	1180 Viewmoor Ct.	3	10/3/15
P. Simon Mahler	453 Columbia Pt. Dr.	6	10/3/14

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 18 day of June 2013.

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
City Attorney



Economic Development Committee  
Office of Economic Development  
975 George Washington Way MS18  
Richland, WA 99352  
(509) 942-7593  
[www.richlandbusiness.com](http://www.richlandbusiness.com)

P.O. Box 190 Richland, WA 99352  
[www.ci.richland.wa.us](http://www.ci.richland.wa.us)

June 3, 2013

Richland City Council  
660 Swift Blvd.  
Richland, WA 99352

RE: Economic Development Committee Applications

Dear City Council:

The Economic Development Committee received three applications for two open positions, neither of which had an incumbent. All three applicants would do well on the Economic Development Committee and making a recommendation was difficult. The first applicant is P. Simon Mahler. Simon is relatively new to our community and the Committee felt he provided unique insight as a serial entrepreneur. The second applicant was Bill Kinsel. Bill still teaches Civil Engineering at WSU – Tri-Cities and had a long and storied career as a Civil Engineer in the community. Bill also served for several decades on the Kennewick Irrigation District Board and worked on a number of their real estate transactions. Given the Committee's responsibility to review real estate proposals, we felt that Bill's experience would serve us well. The third candidate was MillieAnne VanDevender and although she possessed a high number of desirable attributes that would have been an asset to the commission, the interview team felt that the two aforementioned candidates offered more as an immediate compliment to the members currently on the commission. We did encourage MillieAnne to reapply for the next open position.

At our June 3, 2013 meeting, the Economic Development Committee discussed the positions and also concurs with this recommendation. The Committee looks forward to the upcoming year and working towards economic development and diversification in Richland. If Councilmembers have any questions please do not hesitate to contact me at (509) 942-0077.

Sincerely,

Gus Sako, Vice-Chair  
Economic Development Committee

Cc: Brad Anderson, Council Liaison  
Economic Development Office

Board Application Form

Select the Board, Commission or Committee applying for: Economic Development Committee

: Personal Information

First Name: William

Last Name: Kinsel

Street Address: 1205 Sunset Street

City: Richland

State: WA

Zip: 99354-2433

Length of Residency in the City of Richland: 15

Email: [bkinsel@charter.net](mailto:bkinsel@charter.net)

Contact Phone: 509-946-7848

Alternate Phone: 509 372-7206

Occupation: Engineer

Education: : BSCE, MSME and PhD

Experience Applicable to the City Board, Commission or Committee to which you are applying:  
Served on KID Board of Directors for 25 years. Was actively involved in economic development on Vista Field in Kennewick, City View in Richland and preliminarily on Red Mountain.

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

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

If yes, which one/s?: Not on any in the City of Richland

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

A resume is required to complete the application.: Capsule Resume.doc

RECEIVED

APR 22 2013

RICHLAND CITY CLERK

**WILLIAM C. KINSEL**  
1205 Sunset Street  
Richland, WA 99354-2433  
(509)-372-7206 (W); (509)-946-7848 (H)  
kinsel@tricity.wsu.edu

#### EDUCATION

PhD in Engineering Mechanics, University of Nebraska  
MS in Mechanical Engineering, University of Washington  
BS in Civil Engineering, University of Nebraska

#### ACADEMIC EXPERIENCE

1981 to Date Professor  
Civil and Mechanical Engineering Programs  
Washington State University (and predecessor organizations)  
Richland, WA  
1967 to 1981 Adjunct Lecturer  
Mechanical Engineering Program  
Tri-Cities University Center (now WSU-Tri Cities)  
Richland, WA

#### PROFESSIONAL PRACTICE

1958-1963 Research Engineer, The Boeing Company, Seattle, WA  
1963-1966 Instructor, Research Assistant, University of Nebraska, Lincoln, NE  
1966-1970 Engineering Manager, Battelle Northwest (PNNL), Richland, WA  
1970-1977 Engineering Manager, Westinghouse Hanford Company, Richland, WA  
1977-1981 Consultant, Exxon Nuclear Company, Richland, WA

#### PROFESSIONAL ORGANIZATION MEMBERSHIP

American Society of Civil Engineers  
American Society of Mechanical Engineers  
American Water Resources Association

#### OTHER ORGANIZATION MEMBERSHIP

Columbia Snake Rivers Irrigators Association

#### COMMUNITY ACTIVITIES

Director, Kennewick Irrigation District, 1983 to 2008

Tri Cities Engineer of the Year 2002



Board Application Form

Select the Board, Commission or Committee applying for: Economic Development Committee

: Personal Information

First Name: P Simon; Last Name: Mahler

Street Address: 453 Columbia Point Drive

City: Richland; State: Washington; Zip: 99352

Length of Residency in the City of Richland: 5 years

Email: [psimonmahler@gmail.com](mailto:psimonmahler@gmail.com)

Contact Phone: 509-440-2727

Alternate Phone: 509-371-9068

Occupation: Entrepreneur

Education: : BA in Social Sciences - Washington State University  
182 Credit Hours in Business Communications - Portland State University

Experience Applicable to the City Board, Commission or Committee to which you are applying: I have volunteered for other city committee's in prior years that included revitalizing the downtown of Sunnyside, WA and implemented small business focus group to generate interest in small business ownership.

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

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

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

A resume is required to complete the application.: Mahler\_RESUME[1].doc

RECEIVED

APR 25 2013

RICHLAND CITY CLERK

# P. Simon Mahler

453 Columbia Point Drive, Richland, WA 99352-4373  
(509)440-2727 / (509)371-9068  
Email: psimonmahler@gmail.com

## MARKETING STATEMENT

I am very focused, versatile, and a highly experienced *Marketing and Sales Executive* who has demonstrated the ability to lead diverse teams of professionals to new levels of success in a variety of highly competitive industries, cutting-edge markets, and in doing so under very demanding environments. With strong technical and business qualifications with an impressive track record in hands-on experience involving strategic planning, business development, project management, and sales engineering strategies that resulted with increase gains in revenue, market share, and corporate visibility on a national scale.

## PROFESSIONAL SKILLS

- New Business Development
- Mobile Marketing
- Domestic & Global Sales
- Public Speaking
- Turnaround & High Growth
- Customer Relationship Management
- Staff Training & Development
- Cross Functional Team Leadership
- Operations Management
- Key Account Management
- Contract Negotiations
- P&L Management

## ACCOMPLISHMENTS

- Member of City Council for Small Business Leaders in Sunnyside, WA.
- President of the Grow Sunnyside Entrepreneur Leaders Group.
- Founder of IQ Tax, 2011 Yakima County Business Plan Competition Finalist, recently sold.
- Developed and handled marketing and sales campaigns for a variety of businesses in different industries and markets.
- Extensive experience handling a variety of different clientele through various levels of communication, from independent contractors, to referral sources and agents, to corporate executives.
- Created, produced, and hosted the fastest growing on air talk show in station history with 600,000 active listeners covering Washington, Oregon, and northern California, discussing mortgage trends, investments, and global financial trends.
- Created, implemented, and executed largest coordinated sports fundraiser in professional sports with 30,000 participants.

## PROFESSIONAL EXPERIENCE

*Internal Revenue Service*  
Seattle, Washington

2010- Present

### TAX PAYER ADVOCATE MEMBER - ALTERNATE

- Committed to 200-300 hours of tax concerns and IRS services
- A voice for the people from the State of Washington, we address their customer tax concerns at annual meetings.
- Voluntarily involved to create a better communication process between the IRS and the tax preparation companies.

*IQ Tax Corporation*  
Tri-Cities, Washington

2010-2012

### BUSINESS DEVELOPMENT DIRECTOR / CO-FOUNDER

- Implemented new product services, revamped pricing strategy, helped boost corporate image through community involvement, and implemented effective promotional strategies to increase awareness and brand image.
- Sold corporate interest in company for 587% ROI.
- Improved sales policies and practices. Defined the sales cycle, created and implemented marketing strategies, and developed standards for customer relationship management.
- Conceptualized and launched the Tax Smart campaign which led to 88% increase in sales growth earnings.
- Managed day to day operations including: financial audits, human resource management, core tax training and review.
- Software product developer for Tax Industry
  - Developed a marketing software program to build business for tax professionals globally.
  - Connected with thousands of tax professionals globally.
  - Developed business growth seminars in Washington for tax industry professionals.

*H&R Block Corporation*  
Kansas City, MO

2008-2010

### OFFICE MANAGER / TAX SPECIALIST I / COMMUNITY SPOKESMAN

- Established sales partnership agreements with corporations developing co-marketing sponsorships totaling \$1.2 Million.
- Provided management and sales trainings to district region offices in Washington and Oregon.
- Promoted H & R Block through community involvement activities, seminar presentations, and local organizations.
- As manager, increased market share and overall office production, office ranked #2 in region, highest ever ranking.
- Set new corporate record in Peace of Mind sales ranking #1 in district region with 82% closure on all prepared returns.
- Coordinated the H&R Block School fundraiser with the Richland School District.



Envoy Mortgage Bank LTD  
Houston, TX

2007-2008

**BRANCH MANAGER / SENIOR MORTGAGE ADVISOR**

- Provided support training for new mortgage bankers that included sales and technique trainings.
- Managed/Directed a staff of 32 mortgage professionals while maintaining a personal business of \$10 million monthly.

US Funding Group, INC  
Vancouver, WA

2004-2007

**BRANCH OWNER / MORTGAGE & INVESTMENT ADVISOR**

- Responsible for recruiting and hiring production personnel and managing their day to day account ledgers.
- Trained over 700 Loan Originators weekly in cold call training & product and service implementation.
- Race for the Cure corporate leader and organizer.
- Cultivated new leads through strategic marketing and product development that boosted our lending operations from \$14 million monthly to over \$25 million monthly.

**CONTRIBUTING PROFESSIONAL EXPERIENCES**

Northwest Behavioral Healthcare Services  
Gladstone, OR

2001-2004

**MARKETING EXECUTIVE**

- Created and implemented marketing strategies and targeted and penetrated a competitive market. Exceeded corporate expectations with generating revenue of \$6.5 million.
- Revived a stagnant start-up operation to a turnaround success and nationally recognized hospital.
- Help booster corporate image through marketing efforts face to face throughout WA, OR, ID and CA.
- Increased Y1 Annual Revenue of \$2.1 million to Y2 Revenue increase to \$6.1 million

International Basketball League  
Vancouver, WA

2003-2004

**SPORTS MARKETING CONSULTANT / BUSINESS DEVELOPMENT**

- Hired/Trained the IBL sports marketing account executives on techniques to close more sales.
- Provided consultation to the league President about organization, management, and sales objectives.
- Laid out the format of their ticket packages, developed pricing formats, and performed contract negotiations.

Mountain West Capital Group, INC  
Boise, ID

1999-2001

**CORPORATE DAY TRADER**

- Responsibilities included management and proficient understanding of corporate stock charts while budgeting efficiently \$15 million in trading funds, leveraging 30,000 shares on average daily trading over 500 corporate entities on NASDAQ, DOW, and S&P global markets.

Reno Black Jacks Single A Professional Baseball Organization  
Reno, NV

1998-1999

**DIRECTOR OF TICKET SALES AND SPONSORSHIP**

- Implemented an aggressive strategic plan of marketing and sales strategies to the community to create brand awareness, increased revenue profitability, and long term growth for the organization.
- Created ticket and sponsorship packages and designed promotional material for our sales executives.
- Increased sales revenue by 89%, per game average attendance by 1,337 paying customers which resulted in 84% growth in corporate sponsorship contracts.

Portland Power, American Basketball League  
Portland, OR

1996-1998

**SENIOR ACCOUNT EXECUTIVE / TEAM MANAGER / LEAGUE SALES COORDINATOR**

- Increased revenue 109% with personal generated revenue exceeding \$4.2 million RANKING #1 in all League categories.
- Promoted to Assistant Coach responsible for recruiting, scouting, and game day preparations.
- Promoted to League Sales Coordinator to teach, train, and implement sales techniques to all Account Executives nationally.
- Originated and implemented the Portland Power "Barnstorming Fundraiser" coordinating 118 public high schools generating \$887,000 in ticket revenue and over \$25,000 donated to participating schools.

<b>EDUCATION</b>
------------------

**Washington State University**

Bachelor of Arts Social Science Degree: Economics Emphasis  
*Washington State University Student Senator*  
*Chairman of Public Relations Committee & VP Tempore of WSU Student Services*  
*Northwest Scout for Men's Basketball Program*  
*Corporate Student Employee of the Year Nominee: H&R Block Corporation*

**Portland State University**

Major Emphasis: Business Communications  
 189 Course Credits Completed.  
*NCAA Athletic Participant in Baseball.*

**Continued Education**

Coursera.Org  
 Online Education Courses Completed:  
 Course Universities Attended: *Duke, Stanford, University of Michigan, Cornell University*

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Leading a Global Sales Force</li> <li>• Leadership Management</li> <li>• Marketing Real People, Real Choices</li> </ul> | <ul style="list-style-type: none"> <li>• Business Finance</li> <li>• Leading Strategic Innovation in Organizations</li> <li>• Grow to Greatness: Smart Growth for Private Businesses</li> <li>• Effective Management &amp; Strategic Finance</li> <li>• Revitalizing Corporate Brand Images</li> </ul> |
|--|--|

<http://www.linkedin.com/in/psimonmahler/>  
 453 Columbia Point Drive  
 Richland, Washington 99352-4373  
 509-440-2727 / 509-371-9068  
 psimonmahler@gmail.com





## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RES. NOS 37-13 & 38-13, APPRECIATION FOR SERVICE ON THE ECONOMIC DEVELOPMENT COMMITTEE

Department: Assistant City Manager

Ordinance/Resolution: 37-13 & 38-13

Reference:

Document Type: Resolution

### Recommended Motion:

Adopt Resolution Nos. 37-13 and 38-13, expressing appreciation to Nate Higgins and Tawney Carrier for service on the Economic Development Committee.

### Summary:

Nate Higgins was appointed to the EDC in September 2012 and served until his resignation in April 2013.

Tawney Carrier was appointed to the EDC in May 2007 and served until her resignation in April 2013.

Fiscal Impact?

☐ Yes ☒ No

### Attachments:

- 1) Proposed Resolution for Nate Higgins
- 2) Proposed Resolution for Tawney Carrier

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:19:48 GMT-0700 2013

RESOLUTION NO. 37-13

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Nate Higgins for the service he rendered to the City as a member of the Economic Development Committee.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Nate Higgins, their appreciation for the service he rendered to the City during his tenure as a member of the Economic Development Committee.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 18<sup>th</sup> day of June 2013.

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 38-13

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Tawney Carrier for the service she rendered to the City as a member of the Economic Development Committee.

WHEREAS, Tawney Carrier was first appointed to the Economic Development Committee in May 2007 and served almost six years until April 2013.

WHEREAS, Tawney, served on the Economic Development Committee as Vice Chair in 2010 and Chair in 2011 and 2012; and

WHEREAS, during her tenure, Tawney led the Economic Development Committee in their strategic thinking, which created a Mission Statement for the Economic Development Committee and encouraged the City to seek economic vitality by growing businesses, making great design a City priority and embracing the geek; and

WHEREAS, Tawney has faithfully worked to promote economic growth of Richland, her leadership was critical in combining the Business License Reserve Fund and Commercial Improvement Program into the Economic Development Committee; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Tawney Carrier, their appreciation for the service she rendered to the City during her tenure as a member of the Economic Development Committee.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 18<sup>th</sup> day of June 2013.

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JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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City Attorney

Adopted 6/18/13

Resolution No. 38-13



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C10

Key Element: Key 5 - Natural Resources Management

Subject: RESOLUTION NO. 39-13, YAKIMA BASIN INTEGRATED WATER RESOURCE MANAGEMENT PLAN

Department: Public Works

Ordinance/Resolution: 39-13

Reference:

Document Type: Resolution

**Recommended Motion:**

Approve Resolution No. 39-13 expressing support for the Yakima Basin Integrated Water Resource Management Plan.

**Summary:**

In 2009, the Washington State Department of Ecology and the United States Bureau of Reclamation convened representatives from the Yakama Nation, irrigation districts, environmental organizations and federal, state, county and city governments to form the Yakima River Basin Water Enhancement Project Working Group. The Group's objective was to develop a consensus-based solution to the Yakima Basin's water problems. The City was invited to participate, but chose not to because of our limited use of the Yakima River as a water resource and limited exposure to the environmental concerns the Group was engaging. The Group has produced the Yakima Basin Integrated Water Resource Management Plan. The Plan includes the following elements:

- Fish Passage
- Surface Storage
- Groundwater Storage
- Modifying Existing Structures and Operations
- Fish Habitat Enhancement
- Market-Based Reallocation
- Enhanced Water Conservation

The Plan is a product of extraordinary collaboration, negotiation and compromise. It offers a plan for economic vitality and quality for those dependent on the Yakima Basin for clean, cold water for agriculture, fish and people. While the City of Richland's direct interests in Yakima River management issues are limited, improved management of this important regional resource will benefit the City indirectly through an improved regional economy and quality of life.

The Benton County Commissioners have sought a resolution of support from the City as part of an effort to strengthen the federal and state political will to implement the Plan. Staff believes that implementing the Plan would make a positive contribution to the City and region's economic and environmental health. Since the Plan and its implementation will not require financial investments from the City an expression of support is one of the only ways to contribute to this initiative that will benefit our agency partners in the broader Yakima River basin.

Fiscal Impact?

☐ Yes ☒ No

**Attachments:**

1) Resolution No. 39-13 Yakima Basin Integrated Water Resource Management Plan

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:16:50 GMT-0700 2013

## RESOLUTION NO. 39-13

### A RESOLUTION of the City of Richland supporting the Yakima Basin Integrated Water Resource Management Plan.

WHEREAS, the Richland City Council wishes to express its general support for the goals, concepts and implementation of the Yakima Basin Integrated Water Resource Management Plan (Yakima Basin Integrated Plan); and

WHEREAS, the Yakima Basin Integrated Plan proposes a balanced package of actions rooted in 30 years of collaboration, negotiation and compromise among diverse stakeholders in the Yakima Basin including local irrigators, county commissioners, the Yakama Indian Nation, the Governor's Office, Washington Department of Ecology, U.S. Bureau of Reclamation, Representative Doc Hastings' (R-WA) Office, the conservation community and others; and

WHEREAS, the Yakima Basin Integrated Plan presents an important opportunity to work with a diversity of interests to make these potential water and environmental protections a reality in the Yakima Basin; and

WHEREAS, demand for irrigation water cannot always be met in years with below average runoff, leading to reduced (pro-rated) irrigation water for junior water right holders that in turn reduces farm and related income and puts the Basin's perennial crops at extreme risk; and

WHEREAS, the Yakima Basin Integrated Plan also includes an adaptive management framework to address potential future changes in water needs or hydrology, including potential climate change effects; and

WHEREAS, five drought years have occurred in the Yakima Basin since the early 1990's that have severely impacted the Basin economy and ecosystem functions and the potential for future climate change would likely increase the frequency and severity of future droughts; and

WHEREAS, dams, changes in water temperatures, other obstructions and inadequate stream flows block fish passage to Yakima tributaries and spawning grounds; and

WHEREAS, floodplain modifications and riparian habitat degradation prevent proper floodplain functions; and

WHEREAS, surface water rights are fully appropriated in the Basin and groundwater pumping for irrigation, domestic and municipal uses can reduce surface water flows in many locations. Hydraulic continuity between groundwater and surface

water in the Basin creates uncertainty over the status of groundwater rights with most of these rights junior to surface water rights; and

WHEREAS, the economic vitality and quality of life in Richland is dependent on the Yakima Basin's clean, cold water for agriculture, fish and people as well as the health of our lands that provide for these water values, thriving wildlife populations and provide diverse, world class recreational experiences; and

WHEREAS, in March 2011 after 21 months of planning, the Yakima River Basin Water Enhancement Project (YRBWEP) Workgroup, comprised of representatives of the Yakama Indian Nation, federal agencies, Washington state and local governments, an environmental organization (American Rivers), a local business organization and five irrigation districts unanimously approved the Yakima Basin Integrated Plan elements and actions; and

WHEREAS, the goals of the Yakima Basin Integrated Plan are to protect, mitigate and enhance fish and wildlife habitat; provide increased operational flexibility to manage instream flows to meet ecological objectives; and to improve the reliability of water supply for irrigation, municipal supply and domestic uses; and

WHEREAS, the Yakima Basin Integrated Plan includes seven elements collectively essential for realizing the plan goals: 1) fish passage, 2) structural and operation changes, 3) surface water storage, 4) groundwater storage, 5) habitat protection and enhancement, 6) enhanced water conservation, and 7) market-based reallocation

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

Section 1. The Richland City Council endorses the general concepts, goals, objectives and implementation of the Yakima River Basin Integrated Water Resources Management Plan with the understanding that information on specific projects and funding are still in progress with an opportunity for further comment or support.

Section 2. The Richland City Council calls on our elected state and federal officials and government agency leaders to fully support authorization and appropriations necessary to implement the Yakima Basin Integrated Plan, including associated environmental reviews, technical analyses, refinements to specific actions, project designs and program development/implementation and project permitting and construction.

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 18<sup>th</sup> day of June 2013.

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JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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BRONSON BROWN  
Acting City Attorney



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C11

Key Element: Key 2 - Infrastructure &amp; Facilities

Subject: RESOLUTION NO. 40-13, DECLARING 507 WRIGHT STREET SURPLUS TO THE CITY'S NEEDS

Department: Parks and Recreation

Ordinance/Resolution: 40-13

Reference:

Document Type: Resolution

**Recommended Motion:**

Declare 507 Wright Street surplus to the City's needs and provide special consideration to the Sagebrush Montessori School in accordance with RMC 3.06.030 and direct staff to negotiate a market value lease for three years with an option to purchase the property.

**Summary:**

The City owns and manages a building located at 507 Wright Street, commonly known as the Wright Street Fire Station at the southwest corner of Wright and Frankfort Streets. The facility was constructed in 1954 as a small, neighborhood fire station. The facility is no longer used as a fire station and has been used for several decades as a part-time preschool run by various public and private entities. The current operator is a parent cooperative and uses the facility approximately 7.5 hours per week. The City maintains the building, grounds and covers all utility costs.

The building is 2,956 square feet on 19,238 square feet of property adjacent to Frankfort Park. The City has been approached by a local private Montessori school expressing an interest to lease, then purchase, the facility. Negotiating a sale or lease of City property is a two-step process as outlined in RMC 3.06. The property must first be declared surplus to the City's current and future needs. The sale or lease of the property will occur as a second step.

At the meetings of the Parks and Recreation Commission on May 9, the Planning Commission on May 22, and the Economic Development Committee (ECD) on June 3, each recommended that Council declare the property and facility excess to the City's current and future needs. Additionally, the EDC recommends that staff enter negotiations with Sagebrush Montessori School. A public hearing was held by the City Council on June 4 and two persons testified in favor of the surplus, with none objecting.

The structure, finishes and mechanical systems in the building have not had significant upgrade and would require investment of approximately \$100 / square foot, or approximately \$300,000 to fully program the facility for new activities beyond the existing 7.5 hours/week for preschool, plus the addition of on-site city staff at the fully burdened cost of approximately \$40,000 annually. Rehabilitation of the facility is not included in the City's Capital Improvement Program.

The City's Community Center can accommodate the existing preschool activity. Staff is bringing new activities into the Center to reduce the median age of users and to fully implement the original "place for all ages" concept introduced in the construction bond and the existing preschool cooperative is complementary to other uses and activities in the facility. Staff is currently working with the parent cooperative for the possible transition. A small Montessori school is similar to the existing use of the 507 Wright Street property and is compatible with the City's Comprehensive Land Use Plan and current zoning.

**Fiscal Impact?**☒ Yes ☐ No

There will not be a fiscal impact to surplus the facility.

Program related revenue will be neutral since the preschool is going to continue at the Community Center, but there is potential for future cost savings by eliminating the facility's maintenance and operations obligation and additional revenue could be realized the facility is sold or leased.

**Attachments:**

- 1) Wright Street Fire Station Summary
- 2) Resolution 40-13
- 3) Legal Description

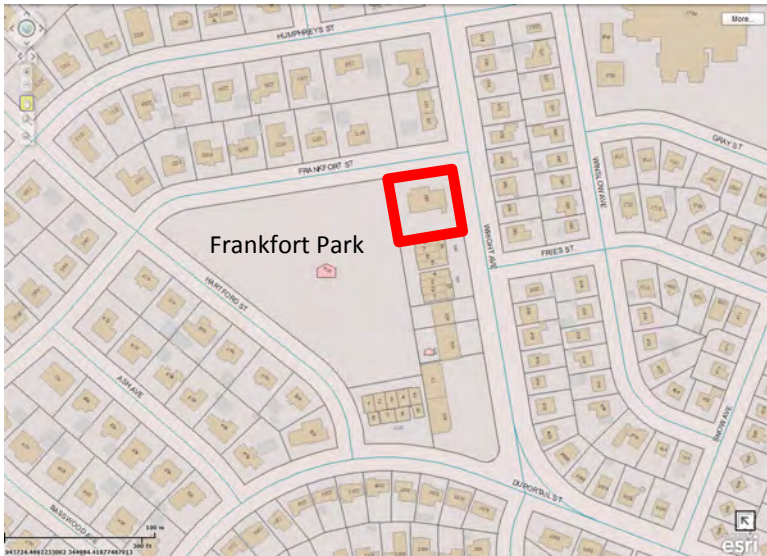
City Manager Approved:

Johnson, Cindy  
Jun 12, 16:00:21 GMT-0700 2013



# Wright Street Fire Station

507 Wright Street



Owner: City of Richland Parks Department

Property size: 19,238 square feet (.44 ac)

Benton County parcel no: 110983020120003

Zoning: Parks and Public Facilities

Year constructed: 1954

Structure size: 2,956 square feet

Total assessed value: \$222,300 (land \$42,060, structure \$180,240)

Current user: Parent Co-op Mon 9:15-10:45, Tues-Th 9:15-11:15 - 7.5 hours/week (2012 use 236 hours, ave 4.5 hrs/wk)

2012 Revenue: \$13,930

2012 Utility expenses (power, water, sewer, waste, stormwater): \$2,152

2012 Labor expenses (est): \$2,100

RESOLUTION NO. 40-13

A RESOLUTION of the City of Richland declaring certain real property surplus to the City's needs.

WHEREAS, the City of Richland owns approximately 19,238 square feet of property at 507 Wright Street; and

WHEREAS, the parcel includes a former fire station structure constructed in 1954; and

WHEREAS, the structure and property are currently utilized approximately 7.5 hours per week by cooperative preschool classes; and

WHEREAS, the existing cooperative preschool classes are planned to be relocated and accommodated into the City's Community Center at 500 Amon Park Drive; and

WHEREAS, the Executive Leadership Team identified no existing or future municipal need for the property; and

WHEREAS, at their May 9, 2013 meeting the Richland Parks and Recreation Commission provided a positive recommendation to surplus the property; and

WHEREAS, at their May 22, 2013 meeting the Richland Planning Commission provided a positive recommendation to surplus the property; and

WHEREAS, at their June 3, 2013 meeting the Richland Economic Development Committee provided a positive recommendation to surplus the property and to enter into negotiations with Sagebrush Montessori School; and

WHEREAS, a duly advertised public hearing was held by the Richland City Council on June 4, 2013 and there were no objections from the public; and

WHEREAS, the facility and property will be more fully utilized by the Sagebrush Montessori School; and

WHEREAS, the Sagebrush Montessori School proposal for kindergarten through third grade school is consistent with existing zoning, land use, current use of the facility, and neighborhood character.

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

Section 1.01 The City Council finds and declares that certain real property as provided in the attached legal description is no longer needed and therefore is surplus to the City's needs.

Section 1.02 The City Council further finds that special consideration should be given to the Sagebrush Montessori School in accordance with RMC 3.06.030 and directs staff to negotiate a market value lease for three years with an option to purchase the property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 18<sup>th</sup> day of June, 2013.

---

JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

---

BRONSON BROWN  
Acting City Attorney

EXHIBIT A: LEGAL DESCRIPTION FOR LEASED PREMISES

Lot 3 Block 120 of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of Benton County, Washington.



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C12

Key Element: Key 7 - Housing and Neighborhoods

Subject: RESOLUTION NO. 41-13, THE 2014-2016 HOME CONSORTIUM COOPERATIVE AGREEMENT

Department: Community and Development Services

Ordinance/Resolution: 41-13

Reference:

Document Type: Resolution

### Recommended Motion:

Adopt Resolution No. 41-13, authorizing the City Manager to sign the 2014-2016 Tri-Cities HOME Consortium Cooperative Agreement and take the necessary administrative steps to submit the Agreement to the US Department of Housing and Urban Development on or before June 30, 2013.

### Summary:

The Consortium was originally formed in 1996 between the Cities of Richland, Pasco and Kennewick. The three cities do not individually meet the population and demographic criteria to receive a direct allocation of HOME funds from the U.S. Department of Housing and Urban Development (HUD), but instead qualify for the funds as a Consortium. In 2013, the Tri-Cities HOME Consortium is scheduled to receive \$453,764 to provide affordable housing opportunities for low income households.

Member cities of Richland, Kennewick and Pasco must enter into a Cooperative Agreement for a three year period to identify the structure of the Consortium. The Tri-Cities HOME Consortium is currently working within the sixth three year agreement that will expire at the end of this year. The 2014-2016 Cooperative Agreement better identifies and clarifies roles and responsibilities of Consortium members. Work is progressing with a HUD technical assistance provider to discuss alternative structures, increase flexibility to fund projects and streamline administrative processes with limited federal dollars. Richland will continue to serve as the lead agency or "representative member" and oversee administrative, compliance and monitoring activities. In this capacity, Richland serves as the official and primary contact between HUD and the Tri-Cities HOME Consortium and will receive funding from the program to offset administrative costs.

Pasco and Kennewick will also need approval by their respective City Councils before the revised agreement is fully executed.

### Fiscal Impact?

☒ Yes ☐ No

Up to 10% of the grant amount is available to cover Richland's costs for administering this consortium. In recent years, as the grant amount has reduced and the complexity of projects increased, this has not been sufficient to fully cover Richland's staff time. Fortunately Kennewick has covered the difference, but Richland has modest future exposure. All three Cities are currently involved in a HUD sponsored review of HOME procedures. It is hoped that this process will keep Richland's time for required overview within the federal reimbursement limits.

### Attachments:

- 1) RES 41-13
- 2) Draft Consortium Agreement

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:03:26 GMT-0700 2013

## RESOLUTION NO. 41-13

A RESOLUTION of the City of Richland to enter into Tri Cities HOME Consortium Cooperative Agreement with cities of Kennewick and Pasco

WHEREAS, the Federal Government has enacted the national Affordable Housing Act (NAHA), the primary objective of which is to increase the supply of decent affordable housing to low and very low income families, which created the HOME Investment Partnerships Program (HOME Program) administered by the U.S. Department of Housing and Urban Development (HUD) through regulations at Title 24, Code of Federal Regulations, Part 92 (HOME Regulations); and

WHEREAS, said regulations allow units of general local governments to form consortia for purposes of obtaining funds under the HOME Program; and

WHEREAS, the Members are geographically contiguous units of local government eligible to form a consortium under said regulations; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW permits local governmental units to enter into agreements to cooperate for certain beneficial purposes; and

WHEREAS, The Members have determined that continuing as a consortium will increase the level of HOME Program funds potentially available for use within their combined jurisdictions, and thereby increase the combined ability of the cities to assist in meeting the affordable housing needs of the population:

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

Section 1.01 The City of Richland will continue to serve as the lead representative member of the Tri Cities HOME Consortium, and

Section 1.02 The City Council authorizes the City Manager to sign the 2014-15-16 Cooperative Agreement that includes an automatic renewal clause in successive three-year increments with member cities of Kennewick and Pasco, and

Section 1.03 The City Council further authorizes the City Manager to take administrative steps to submit the Cooperative Agreement on or before June 30, 2013 to the U.S. Department of Housing and Urban Development for final approval.

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 18<sup>th</sup> day of June, 2013.

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JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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City Attorney



# **Tri-Cities REVISED HOME Consortium Agreement**

## **SUMMARY OF ADDITIONS & CHANGES**

### **Background**

To secure a direct allocation of funding via HUD's HOME Investment Partnership Program (HOME), the cities of Kennewick, Pasco & Richland formed a HOME Consortium. This requires the three cities to coordinated activities, administration and compliance. The Consortium structure is laid out in the Tri-Cities HOME Consortium Cooperative Agreement.

In response to a HUD monitoring of the Consortium's HOME activities and in coordination with HUD-funded technical assistance, the following Consortium Agreement has been modified to improve clarity & compliance with HUD's HOME Investment Partnership Program (HOME). Most changes are required by the HOME program or are recommended by the technical assistance consultant.

### **Important to Know:**

1. The agreement is due to HUD by June 30, 2013.
2. The Tri-Cities HOME Consortium is in the process of discussing changes to how the Consortium operates. Because no final decisions have been made, the attached agreement will serve as an interim agreement that encompasses only required and minor changes as listed below. We expect to further modify the agreement at a later date.
3. The attached revised agreement has been reviewed by each city's HOME staff.

### **List of Additions & Changes Made to the Previous Agreement**

1. Improved definition of Richland's role as "Lead Entity" for the Consortium. This includes items such as retaining final approval and contracting authority, ability to redistribute funds to insure timeliness and compliance, etc.
2. Addition of the role of "Subrecipient Administrator" for Kennewick & Pasco. The clarification of this role will necessitate HOME agreements to be executed between Richland as Lead Entity and Kennewick & Pasco for any activities where those cities administer and implement HOME programs/activities.
3. Integration of automatic renewal language that was previously included in a separate amendment to the previous Consortium Agreement.
4. Shortening of timelines/deadlines to better comply with existing and new HOME timelines/deadlines. These include turnaround time on Lead Entity requests for documents, deadlines for committing and expending funds, and so on.
5. Retention of CHDO funds by Lead Entity, with project selection to be managed by all members of the Consortium. (See 4.d.ii & 4.f)
6. Delineation of how Program Income will be managed by the Lead Entity.
7. Modification of language around HOME Match responsibilities.
8. Acknowledgement that Consortium members may have responsibilities to insure long-term compliance
9. Addition of each city's attorney to the signature page of the agreement.



***After recording please return to:***  
***City of Richland, Housing and Redevelopment***  
***Attn: Deborah F. Bluher***  
***P.O. Box 190, MS***  
***Richland, WA 99352***

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**COOPERATIVE AGREEMENT  
THE TRI-CITIES HOME CONSORTIUM  
FORMED UNDER THE  
NATIONAL AFFORDABLE HOUSING ACT  
PROGRAM YEAR 2014-2015-2016**

This agreement is entered into between the Cities of Kennewick, Pasco, and Richland, municipal corporations of the State of Washington (Members), for the purpose of continuing participation in a Consortium originally formed in 1996 under the HOME Investments Partnership (HOME) Program. The current consortium qualification period ends on [NEW DATE]. This Agreement will become effective upon adoption of the parties and final approval by the U.S. Department of Housing and Urban Development (HUD).

**WITNESSETH**

WHEREAS, the Federal Government has enacted the national Affordable Housing Act (NAHA), the primary objective of which is to increase the supply of decent affordable housing to low and very low income families, which created the HOME Investment Partnerships Program (HOME Program) administered by the U.S. Department of Housing and Urban Development (HUD) through regulations at Title 24, Code of Federal Regulations, Part 92 (HOME Regulations); and

WHEREAS, said regulations allow units of general local governments to form consortia for purposes of obtaining funds under the HOME Program; and

WHEREAS, the Members are geographically contiguous units of local government eligible to form a consortium under said regulations; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW permits local governmental units to enter into agreements to cooperate for certain beneficial purposes; and

WHEREAS, The Members have determined that continuing as a consortium will increase the level of HOME Program funds potentially available for use within their combined jurisdictions, and thereby increase the combined ability of the Cities to assist in meeting the affordable housing needs of the population:

NOW, THEREFORE, the parties agree as follows:

**SECTION 1: DEFINITIONS**

- a. "Consortium" means the arrangement formed by this agreement, and "HOME Program" means all of the activities assisted with HOME funds received from HUD pursuant to the Consortium.
- b. "Member" means the Cities of Kennewick, Pasco, and Richland municipal corporations of the State of Washington and units of local government.
- c. "Tri-Cities HOME Consortium" means the particular Consortium operating under the HOME Program consisting of the Cities of Kennewick, Pasco, and Richland.

- d. “Lead Entity” means the unit of local government designated by the Tri-Cities HOME Consortium to act in a representative capacity of all members for the purposes of this agreement. The Lead Entity will assume overall responsibility for ensuring that the Tri-Cities HOME Consortium is administered and operates in compliance with the requirements of the HOME Program. The Lead Entity serves as the official and primary contact between HUD and the Tri-Cities HOME Consortium.
- e. “Subrecipient Administrator” refers to Members other than the non-Lead Entity who performs some HOME administrative roles as delineated under separate, specific HOME Written Agreements.
- f. “Consolidated” means jointly developed with unity from a regional perspective of the Members.
- g. “Program Year” means the annual fiscal year of January 1<sup>st</sup> to December 31<sup>st</sup>.
- h. “CHDO” means a Community Housing Development Organization as defined by the HOME Investment Partnership program.

## **SECTION 2: GENERAL PROVISIONS**

- a. The Members agree to cooperate to undertake housing assistance activities in compliance with the federal HOME statute and regulations as identified at Title 24, Code of Federal Regulations, Part 92.
- b. The Members agree to cooperate in maintaining compliance by the Tri-Cities HOME Consortium with federal Consolidated Plan regulations at Title 24, Code of Federal Regulations, Part 91. Each member shall also cooperate with the Lead Entity in conducting citizen participation, planning, and programming, as necessary for the Lead Entity to submit to HUD the Consortium’s Consolidated Plan. Each member shall assure that its separate processes and procedures comply with the Consolidated Plan regulations.
- c. The Members agree to jointly develop a combined Consolidated Planning Strategy (CPS) for each of the Federal fiscal years covered by this cooperative agreement for submission to HUD. The CPS will be comprised of a consolidated Market Analysis and Housing Needs Assessment, consolidated Five-Year Planning Strategy, and annual Plans for implementation of the strategy for the Tri-Cities HOME Consortium. The Housing Strategy will be developed to address needs over the three-city area with components identified that are unique to each Member; however, each Member will independently address non-housing community needs.
- d. The Members agree to affirmatively further fair housing in compliance with all applicable statutes and regulations.
- e. This agreement provides for automatic renewals of participation in successive three-year qualification periods in perpetuity by the date specified in HUD’s consortia designation notices or listed on HOME’s Consortia web page. The Lead Entity will notify each consortium member in writing of its right to not participate for the successive three-year qualification period, with a copy of the notification forwarded to the U.S. Department of Housing and Urban Development field office. Each member that does not intend to participate in the next qualification period with the consortium must submit written notification to the Lead Entity within 30 days of request. The Lead Entity will provide copies of these communications to its HUD Field Office to provide notification of any change in consortium membership.

This automatic renewal provision requires all Members of the Consortium to formally adopt by Council resolution any amendments to the agreement that incorporate future changes necessary to meet the requirements for consortia agreements in subsequent qualification periods.

**SECTION 3: COMPLIANCE WITH FEDERAL REGULATIONS**

All Members of the Consortium agree to comply with the applicable portions of: CFR Title 24, Part 92 HOME Investment Partnerships Program; the Housing and Community Development Act of 1974 as amended; CFR Title 24, Chapter V, Part 570; CFR Title 24, Part 58; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 109 of the Housing and Community Development Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; Executive Orders 11246, 11063, and 11593, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; OMB Circular A-122 and attachments A, B, C, F, H, N and O, The Archeological and Historical Preservation Act of 1974; the Architectural Barriers Act of 1968; the Hatch Act, Chapter 15 of Title 5 U.S.C.; the Flood Disaster Protection Act of 1974; the Clean Air Act (42 U.S.C., Section 1251 et seq.); and the Drug-Free Workplace Act of 1988.

**SECTION 4: PROGRAM ADMINISTRATION**

- a.     **Lead Entity.** The City of Richland is hereby designated the Lead Entity for the Consortium. The Cities of Kennewick and Pasco are Consortium Members who act as Subrecipient Administrators.
  
- b.     **Lead Entity Responsibilities.** The Lead Entity shall assume overall responsibility for ensuring the Consortium’s HOME Program activities are carried out in compliance with HOME Rules in CFR Title 24, Part 92, including requirements concerning a Consolidated Plan in accordance with HUD Regulations in CFR Title 24, Part 91.

The Lead Entity shall be specifically responsible for the following:

- i.     Establish a local HOME Investment Trust Fund Account
- ii.    Receive, disburse, and account for all HOME Program and matching funds.
- iii.   Collect all required reports and data from the members, subrecipient administrators, CHDOs, and developers, and submit them to HUD
- iv.    Send Members a copy of correspondence from HUD within 48 hours of receipt, and copy members on correspondence from Lead Entity to HUD.
- v.     Provide written procedures for Integrated Disbursement and Information system (IDIS) reporting, including explanations of who has access to the system, how funds are sub-allocated in the system, who is required and allowed to make entries in the system, and at what times.
- vi.    Provide written procedures for the disbursement of funds to include:
  - how Members or their sub-recipients request HOME funds from the Lead Entity
  - processing time needed by the Lead Entity
  - description of documentation required to accompany requests.
- vii.   Provide written procedures for record keeping, reporting and monitoring.

- viii. Description of the system and format for keeping records of program delivery, and meeting all HUD reporting requirements, including:
  - marketing activities
  - environmental reviews
  - application and award activities
  - incurred obligation and contribution of required match funds
  - federal cross-cutting activities
  - Community Housing Development Organization (CHDO) designations and
  - CHDO activities when applicable under Section 4.f below.
- ix. Description of the intended system and format for monitoring projects through applicable period, including:
  - listing of staff responsible for monitoring duties
  - procedures for monitoring HOME rents, eligible residents, resale by homeowner
  - properties, Fair Housing and Equal Opportunity, and property standards
  - procedures for notifying HOME recipients about monitoring schedules
  - steps and recourse that can be taken to ensure compliance by recipients HOME funds.
- x. Enter into HOME Written Agreements, administer, and monitor activities of sub-recipients who have contracted with a Member to deliver a specific HOME program, including Members acting as Subrecipient Administrators.
- xi. Prepare and submit HOME performance reports for Consortium activities.

**c. Member Responsibilities.** Each Member shall be specifically responsible for the following:

- i. To supply to the Lead Entity, within 14 days after request, copies of all documents which the Lead Entity is required to submit to HUD, including, but not limited to, the Member's housing CPS and Annual Action Plan.
- ii. To supply to the Lead Entity a written description(s) of their HOME program(s) prior to contracting with another entity to deliver the program(s). Lead Entity retains final approval and contracting authority. Descriptions should include:
  - copies of program description
  - listing of responsible staff for each step in the delivery of the program
  - methods of affirmative marketing
  - methods of procurement
  - steps taken and standards imposed for the application and review process leading to the award of funds
  - to utilize Consortium approved forms, policies, and procedures.
- iii. To affirmatively further fair housing in their jurisdictions. Such actions may include planning, education, outreach, and enforcement activities.
- iv. Quarterly and annual performance reports regarding HOME activities.
- v. Other documents as required by separate HOME written agreements governing relationship between the Lead Entity and Members acting as Subrecipient Administrators.

- d. **Allocation of HOME Funds.** HOME funds will be allocated between the Members in the following manner:
- i. Ten percent (10%) of the overall allocation, or a higher amount if allowed by the HOME program, will remain with the Lead Entity for administrative costs.
  - ii. Fifteen percent (15%) of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. CHDO projects will be identified by Members on a rotating basis, as described in section 4.f below.
  - iii. The remaining balance of the overall allocation shall be invested in down payment assistance and affordable housing development. These funds shall be divided among Members based on the HOME Program's formula for weighting allocations, described in the HOME Final Rule at 24 CFR Part 92.50, c (1-6).
- Each member is entitled to plan for the expenditure of funds in an amount equal to their share of the HOME grant award, as is determined during each fiscal year of this agreement. Members may choose to pool their funds to collaborate in funding projects or activities or may choose to pursue projects independently as current housing needs change and opportunities arise.
- If desired and applicable, the Cities of Kennewick and Pasco may serve as Subrecipient Administrators to the Lead Entity to oversee investment of their respective portion of HOME funds in down payment assistance and/or affordable housing development.
- e. **Funding Timelines.** Any HOME funds set aside for a Member and not committed to a project within 18 months, or expended within 42 months of the award of HOME funds to the Tri-Cities HOME Consortium, will be made available to other projects across the Consortium. Reallocation will be executed by the Lead Entity with written notification of affected member(s). Members are aware that if funds are not committed and expended according to effective HUD deadlines, that HUD will recapture the funds. Such a recapture will reduce the availability of funds for that individual member by the amount determined by HUD to be in non-compliance.
- f. **CHDO Set Aside.** Fifteen percent (15%) of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. Members will work together to identify CHDO projects, and funding will be based primarily on community impact, developer capacity, project feasibility, and readiness to proceed. Members will aim to rotate the location of CHDO projects when possible. After Members identify CHDO project(s), the Lead Entity will perform required administrative duties to assess, approve, and fund projects.
- g. **Program Income.** Program income must be remitted to the Lead Entity within 30 days of receipt. HOME Program Income, as defined in federal regulations, generated by a Member shall be added to the amount of HOME funds constituting the Member's share as defined in *Section 4.d.iii: Allocation of HOME Funds* above, and the approved Annual Action Plan. At the Member's option the allowable percentage of program income may be used by individual member to be applied towards eligible and allowable administrative costs incurred by the Member. Administrative costs over the allowable percentage are the responsibility of the member. Each Member acting as a Subrecipient Administrator will be responsible for providing a recap of expenditures, and other documentation as may be requested by the Lead Entity, within 30 days to the Lead Entity and will submit to Lead Entity any interest earned on the retained HOME dollars.
- h. **Administrative Costs.** Each Member will be independently responsible for any administrative costs each incurs associated with the 1)

development and implementation of the CPS, 2) the annual re-examination of needs prior to setting each year's Action Plan, and 3) the awarding of HOME program funds to sub-recipients, CHDOs, and/or other developers.

- i. **HOME Match.** Each member is responsible for tracking & reporting HOME Match for the projects they fund, implement and/or oversee.

Should the Consortium's accrued Match balance fall below one full year's Match obligation, each Member shall be responsible for generating the required match based on their share of HOME funds. If the Match cannot be supplied by the responsible Member, then HOME funds and associated match obligation may be transferred to another Member by Lead Entity. If a member fails to supply sufficient match, their share of HOME funding may be reduced commensurate with the match deficiency, as delineated in any related Subrecipient Agreements.

- j. **Repayment of HOME Funds.** The Lead Entity has the responsibility to repay any HOME funds to the HOME Investment Trust Account that HUD determines were not used in accordance with the HOME regulations. To the extent a Member acting as Subrecipient Administrator, was the entity that did not use the funds in compliance with regulations, then upon the repayment of funds by the Lead Entity, the above said Member will immediately reimburse the Lead Entity. To the extent that a sub-recipient or CHDO with the entity did not use the funds in compliance with regulations, then the sub-recipient will be responsible for reimbursing the Lead Entity.

Should any member fail to meet any of the obligations or exceed any of the limitations described herein or as provided in written agreements, and should such failure jeopardize compliance of the Consortium as a whole, the Lead Entity has final control over re-distribution of funds among members in order to insure that all grant requirements are met.

- k. **Reporting & Records.** Each member agrees to immediately make available to the Lead Entity upon request, all records and access concerning the activities carried out under this agreement for inspection by the Lead Entity, State or Federal Officials.
- l. **Expiration.** Upon failure to renew this Cooperative Agreement or extend its term as defined in Section 6.a., the balance of funds, which have not been committed, will be returned to HUD for reallocation. Committed but incomplete projects and activities will be completed by the respective Member who, acting as a Subrecipient Administrator, initiated such project or activity.
- m. **Long-Term HOME Requirements.** Members acknowledge they each may have obligations to abide by HOME requirements throughout a project's long-term period of affordability that may extend well beyond the expiration of this Cooperative Agreement. The Lead Entity is responsible for long-term requirement per HOME regulations, and Subrecipient Administrators will be responsible as delineated in their individual HOME written agreements with the Lead Entity.

## SECTION 5: DISTRIBUTION OF FUNDS

The Lead Entity shall issue a Notification of Fund Availability (NOFA) indicating the amount of funds available to each Member no later than 30 calendar days from notification by HUD that HOME funds have been awarded to the consortium. An activity shall be considered eligible if it conforms to the requirements of CFR Title 24, Part 92.

## **SECTION 6: TERM OF THE COOPERATIVE AGREEMENT**

- a. The Members agree that the term of this Cooperative Agreement is the length of time necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years [NEW YEARS]. Program year start date for the Consortium is January 1.
- b. The Members also agree that they will remain Members of the Tri-Cities HOME Consortium for the entire period.
- c. This Cooperative Agreement provides for automatic renewals of participation in successive three-year qualification periods, per Section 2.e: General Provisions of this Agreement.

## **SECTION 7: ADMINISTRATIVE FEES**

The HOME Consortium will retain ten (10) percent of the grant or the maximum allowed by the program regulations for administration and management of the HOME program. The Lead Entity will oversee an annual process to budget administrative fees. Only costs associated with the management and administration of the HOME program may be charged against HOME administrative allocations. Program income generated by other member programs will not be included in the 10% calculation unless agreed upon by the respective Member.

## **SECTION 8: AMENDMENTS**

Amendment to the Cooperative Agreement for the Tri-City HOME Consortium shall be by unanimous agreement of the Members. This includes an amendment to add new Consortium Members. Members agree to jointly develop amendment language for approval by the respective Member's City Council.

## **SECTION 9: RECORDING OF DOCUMENT**

Upon execution of this document by the entities involved and approval by HUD, this document shall be recorded with the Benton and Franklin County Auditors for purposes of meeting the recording requirements of RCW 39.34 Interlocal Cooperation Act. The cost of said recording shall be paid from administrative funds of the HOME program.

**COOPERATIVE AGREEMENT SIGNATURE PAGE  
THE TRI-CITIES HOME CONSORTIUM**

\_\_\_\_\_  
City of Kennewick  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Pasco  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Richland  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas O. Lampson, City Attorney, City of Richland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Beaton, City Attorney, City of Kennewick

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leland B. Kerr, City Attorney, City of Pasco

\_\_\_\_\_  
Date





## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C13

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 42-13, AUTHORIZING FUNDING OF STEVENS DR. POWER FEEDER CABLES PROJECT

Department: Energy Services

Ordinance/Resolution: 42-13

Reference:

Document Type: Resolution

### Recommended Motion:

Authorize the City Manager to accelerate the named electric distribution feeder cables projects for completion in 2013 and make the appropriate budget adjustment from Fund 401 bond capital reserves to add to existing 2013 budget.

### Summary:

The City's current Capital Improvement Plan (CIP) lists a three year project for rebuild of five major electric distribution feeder cables under and/or near Stevens Drive. The total original estimate for this three year project was \$1,238,000 including \$63,000 that was budgeted, but not expended, in 2012. After the 2013 budget was approved, Energy Services Department (RES) staff became aware of a schedule conflict with a Public Works project to overlay Stevens Drive. It is important to complete the power feeder cable projects prior to overlay to avoid cutting the new asphalt pavement. Recent estimate of the power feeder cable projects is currently \$1,350,000.

The City recently (May 2013) secured revenue bonds for use in completing electric utility capital projects over the next two and a half years, including adequate funds to cover the current estimate for the power feeder cable projects. RES staff has instituted a master project schedule for electric utility projects in order to effectively manage in-house engineering and construction, outside project bid awards and construction management and inspection activities. This schedule has been adjusted to be able to successfully accelerate the power feeder cable projects without impacting the costs of other projects.

Staff recommends adoption of Resolution No. 42-13.

### Fiscal Impact?

☒ Yes ☐ No

Budget adjustment of \$975,000 requested from Fund 401 Bond Capital Reserves.

The original CIP estimate for RES distribution feeder replacements from 2012 to 2014 was \$1,238,000. The current estimate for replacing the same distribution feeders (\$1,350,000) is \$975,000 more than the \$375,000 approved in the 2013 RES adopted budget and \$112,000 more than the adopted 2013 RES CIP.

### Attachments:

1) Proposed Resolution No. 42-13

City Manager Approved:

Johnson, Cindy  
Jun 12, 15:59:52 GMT-0700 2013

RESOLUTION NO. 42-13

A RESOLUTION of the City of Richland authorizing funding of the Stevens Drive Power Feeder Cables Project.

WHEREAS, the City's current Capital Improvement Plan lists a three-year project for rebuild of major electric distribution feeder cables under and/or near Stevens Drive: namely Feeder L-51, L-52 and L-53 Rebuild (\$375,000 in 2013 and \$400,000 in 2014) and Feeder L-34 and L-43 Rebuild (\$175,000 in 2014 and \$225,000 in 2015); and

WHEREAS, rescheduling of the overlay of Stevens Drive has necessitated accelerating the power feeder cable rebuild projects forward for completion in 2013 in order to avoid cutting into the new overlay asphalt on Stevens Drive; and

WHEREAS, revenue bonds for capital projects in the City's electric utility (Enterprise Fund 401) were secured in May 2013, including funding for the completion of these power feeder cable rebuild projects; and

WHEREAS, Energy Services Department (RES) staff have included the accelerated power feeder cable rebuild projects into its master capital improvement schedule for 2013.

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

Section 1.01 Authorize the City Manager to accelerate the named electric distribution feeder cables projects for completion in 2013.

Section 1.02 Make the appropriate budget adjustment from Fund 401 bond capital reserves to add to existing 2013 budget in order to appropriate funding of these projects.

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 18<sup>th</sup> day of June, 2013.

---

JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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Bronson Brown  
Acting City Attorney



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C14

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 43-13, ADOPTING THE 2014 - 2019 TRANSPORTATION IMPROVEMENT PROGRAM

Department: Public Works

Ordinance/Resolution: 43-13

Reference:

Document Type: Resolution

**Recommended Motion:**

Approve Resolution No. 43-13, adopting the 2014 - 2019 Transportation Improvement Program.

**Summary:**

RCW 35.77.010 requires cities to prepare and annually update their Six-Year Transportation Improvement Program (TIP) pursuant to one or more public hearings and file a copy of the adopted TIP with the Washington State Department of Transportation. The TIP is a planning and project management tool for federal, state and local governments. The TIP represents the City's priority transportation improvements. The TIP may be changed after it is adopted to add new projects, delete projects, and change projects to accommodate cost, schedule, scope and funding changes.

The City's TIP is a multi-modal list of projects; in addition to the more traditional street projects, it includes bicycle and pedestrian projects as well. The TIP not only lists the specific projects, but also documents the planned schedule and cost for each project phase (preliminary engineering, right-of-way acquisition, and construction). The 2014-2019 TIP was developed from several City documents including the Comprehensive Land-Use Plan, Capital Facilities Plan, City-wide Transportation Plan and the Parks, Trails and Open Space Master Plan.

On May 22, 2013, the Planning Commission reviewed the 2014 - 2019 TIP and recommended that the 2014 TIP be adopted with the amendment that the following projects be removed: 1) Bellerive Dr. Extension, 2) Rachel Road Improvements, and 3) Duportail Street Extension. Staff does not concur with this recommendation as it goes against all of the approved planning documents previously cited and would result in a less than satisfactory transportation system.

On May 23, 2013, the Parks and Recreation Commission reviewed the 2014 - 2019 TIP and recommended approval noting that the Vantage Highway Pathway was their highest priority pathway project.

The following projects were added to the 2014 - 2019 TIP: 1) Duportail Street Extension, 2) Duportail St./Wright Ave. Intersection Improvements, 3) Gage Boulevard Improvements, and 4) Steptoe St./Tapteal Dr. Intersection Improvements.

**Fiscal Impact?**

☒ Yes ☐ No

There are no costs, other than staff work effort, associated with preparing and adopting the TIP. The planned projects are funded as approved in the Capital Improvement Plan.

**Attachments:**

- 1) RES 43-13 Adopting 2014-2019 TIP
- 2) 2014 - 2019 TIP
- 3) 2014 - 2019 TIP Map

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:12:54 GMT-0700 2013

RESOLUTION NO. 43-13

A RESOLUTION of the City of Richland adopting the 2014-2019 Six-Year Transportation Improvement Program (TIP).

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP) showing the use of state, federal and local funds; and

WHEREAS, the Richland Planning Commission reviewed the 2014–2019 TIP at their May 22, 2013 meeting; and

WHEREAS, the Richland Parks and Recreation Commission reviewed the proposed 2014-2019 TIP at their May 23, 2013 workshop; and

WHEREAS, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's proposed TIP; and

WHEREAS, the multi-modal list of projects contained in the TIP are needed to meet Richland's transportation needs; and

WHEREAS, the proposed TIP is consistent with the local, regional and state transportation plans.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the 2014-2019 Six-Year Transportation Improvement Program for the transportation improvement projects in the City of Richland, as attached, is hereby adopted.

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 18<sup>th</sup> day of June, 2013.

---

JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

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MARCIA HOPKINS  
City Clerk

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BRONSON BROWN  
Acting City Attorney



## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	1	/ 3440(001) Duportail Bridge Duportail Street City View Drive to Cottonwood Drive Construct a 4-lane road and bridge over the Yakima River with a 12' multi-use pathway for ped/bike access. Reconstruct SR-240/Duportail intersection and modify traffic signal to accommodate additional lanes. Widen and raise at-grade railroad crossing of Port of Benton track. Prior \$2,405,562.	R002					01	C P T W	0.670	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2014	STP(UL)	1,206,200		0	188,238	1,394,438
S	RW	2014	STP(UL)	1,056,000		0	194,000	1,250,000
P	CN	2015	STP(UL)	3,750,000	TIB	4,500,000	23,250,000	31,500,000
Totals				6,012,200		4,500,000	23,632,238	34,144,438

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	1,394,438	0	0	0	0
RW	1,250,000	0	0	0	0
CN	0	10,500,000	10,500,000	10,500,000	0
Totals	2,644,438	10,500,000	10,500,000	10,500,000	0

## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	2	Center Parkway Extension Center Parkway Gage Blvd to Tapteal Dr Construct new 3-lane roadway with bike lanes, curb, gutter and sidewalk on both sides. Construct a signalized/gated at-grade crossing of the Port of Benton R/R track. Prior PE phase: \$146,200.	R001					01		0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2014	STP(UL)	882,300	TIB	137,700	0	1,020,000
S	CN	2014	STP(UL)	973,700	TIB	360,420	0	1,334,120
Totals				1,856,000		498,120	0	2,354,120

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	1,020,000	0	0	0	0
CN	1,334,120	0	0	0	0
Totals	2,354,120	0	0	0	0



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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	3	Stevens Drive Extension Stevens Drive Wellsian Way to Lee Boulevard Construct new 3 lane street with sidewalks, curb and gutter, water, sewer, storm drainage, street lights, bike lanes and ADA accessibility.	R005					01	P S W	0.360	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2014	STP(UL)	50,000	TIB	100,000	0	150,000
S	RW	2014	STP(UL)	865,000		0	135,000	1,000,000
S	CN	2014	STP(UL)	350,000	TIB	1,010,000	99,200	1,459,200
Totals				1,265,000		1,110,000	234,200	2,609,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	150,000	0	0	0	0
RW	1,000,000	0	0	0	0
CN	1,459,200	0	0	0	0
Totals	2,609,200	0	0	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	4	South GWW Safety and Mobility Improvements George Washington Way Columbia Pt. Dr. to Comstock  Upgrade/reconfigure George Washington Way (GWW)including the intersections of GWW/Col. Pt. Dr./Adams St. and GWW/Comstock to provide improved safety, capacity, and mobility. Prior PE phase \$36,000.	R020					03	P S T W		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2014	HSIP	6,000		0	0	6,000
S	CN	2015	HSIP	403,000		0	0	403,000
Totals				409,000		0	0	409,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	6,000	0	0	0	0
CN	0	403,000	0	0	0
Totals	6,000	403,000	0	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	5	Swift Corridor Improvements Swift Boulevard Stevens Dr to George Washington Way Mill and overlay street, widen sidewalks, add decorative street lighting, irrigation, street trees and landscaped medians.	R019					31	P S W	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2014		0		0	80,000	80,000
P	CN	2015		0		0	1,250,000	1,250,000
Totals				0		0	1,330,000	1,330,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	80,000	0	0	0	0
CN	0	1,250,000	0	0	0
Totals	80,000	1,250,000	0	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	6	Duportail Street Extension Duportail Street Wellsian Way to Robert Avenue Construct new 3 lane street with sidewalks, curb and gutter, water, sewer, storm drainage, street lights and bike lanes. Construct a new roundabout intersection at Duportail Street and Thayer Drive.	R026					01	P S W	0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0		0	168,000	168,000
P	RW	2015		0		0	650,000	650,000
P	CN	2016		0		0	1,344,000	1,344,000
Totals				0		0	2,162,000	2,162,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	168,000	0	0	0
RW	0	650,000	0	0	0
CN	0	0	1,344,000	0	0
Totals	0	818,000	1,344,000	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	7	Duportail Street Reconstruction Duportail Street Wright Ave. to Thayer St. Reconstruct roadway to provide 2 travel lanes, bike lanes, curb, gutter & sidewalk on both sides	R011					04	C G P S T W	0.290	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2014	STP(U)	85,000		0	15,000	100,000
P	CN	2014	STP(U)	765,000		0	120,000	885,000
Totals				850,000		0	135,000	985,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	885,000	0	0	0	0
Totals	985,000	0	0	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	8	Duportail Street / Wright Avenue Intersection Improvements Duportail Street Wright Ave to Wright Ave Reconfigure the Duportail/Wright intersection by constructing a roundabout.	R027					03	P S W	0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	52,500	52,500
P	CN	2017		0		0	380,000	380,000
Totals				0		0	432,500	432,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	52,500	0	0
CN	0	0	0	380,000	0
Totals	0	0	52,500	380,000	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	9	SR240 / Kingsgate Traffic Signal Kingsgate Way SR 240 to Construct a new traffic signal with video detection and pedestrian facilities	R007					01	P		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0		0	25,000	25,000
P	CN	2016		0		0	200,000	200,000
Totals				0		0	225,000	225,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	25,000	0	0	0
CN	0	0	200,000	0	0
Totals	0	25,000	200,000	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	10	Columbia Park Trail - East Columbia Park Trail SR 240 WB Offramp to East City Limits Reconstruct the street to provide 3-lanes, with curb, gutter, sidewalks, bike lanes street lights, drainage facilities and streetscape on both sides.	R010					04	C P S T W	0.720	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0		0	150,000	150,000
P	CN	2017		0		0	1,150,000	1,150,000
Totals				0		0	1,300,000	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	150,000	0	0	0
CN	0	0	0	1,150,000	0
Totals	0	150,000	0	1,150,000	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	11	Gage Boulevard Improvements Gage Boulevard Penny Royal Ave to Morency Dr. Add bike lanes, shoulders, sidewalks, street lights, storm drainage on Gage Boulevard.	R028					04		0.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	75,000	75,000
P	CN	2017		0		0	750,000	750,000
Totals				0		0	825,000	825,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	75,000	0	0
CN	0	0	0	750,000	0
Totals	0	0	75,000	750,000	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	12	Queensgate Drive Extension Queensgate Drive Shockley Rd to Keene Rd Construct a 3-lane street with curb, gutter, sidewalk, street lights and drainage facilities on both sides. Modify the Keene/Queensgate traffic signal.	R012					01	C G P S T W	0.450	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0		0	150,000	150,000
P	RW	2016		0		0	100,000	100,000
P	CN	2017		0		0	850,000	850,000
Totals				0		0	1,100,000	1,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	150,000	0	0	0
RW	0	0	100,000	0	0
CN	0	0	0	850,000	0
Totals	0	150,000	100,000	850,000	0





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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	13	Queensgate Drive - Phase II Queensgate Drive Rachel Rd to Alla Vista Rd Construct new 2-lane collector with curb, gutter, sidewalk, street lights, and storm drainage facilities on both sides	R013					01	P S W	2.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	300,000	300,000
P	RW	2017		0		0	500,000	500,000
P	CN	2018		0		0	2,600,000	2,600,000
Totals				0		0	3,400,000	3,400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	300,000	0	0
RW	0	0	0	500,000	0
CN	0	0	0	0	2,600,000
Totals	0	0	300,000	500,000	2,600,000

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	14	Logston Boulevard Extension Logston Blvd Robertson Rd to Future Business Ctr Road Construct a new roadway with curb & gutter, streetlights and storm drainage facilities on both sides of the road.	R006					01	P S T W	0.200	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0		0	70,000	70,000
P	CN	2015		0		0	250,000	250,000
Totals				0		0	320,000	320,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	70,000	0	0	0
CN	0	250,000	0	0	0
Totals	0	320,000	0	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	15	Bellerive Drive Extension Bellerive Drive Rachel Rd to Claybell Park Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	R009					01	P S W	0.130	CE	Yes

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	PE	2015		0		0	20,000
P	RW	2016		0		0	10,000
P	CN	2017		0		0	100,000
Totals				0		0	130,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	20,000	0	0	0
RW	0	0	10,000	0	0
CN	0	0	0	100,000	0
Totals	0	20,000	10,000	100,000	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	16	Rachel Road Improvements Rachel Road Leslie Rd to Steptoe St Construct a 2-lane collector with curb, gutter & sidewalk on both sides of the street. Left turn lanes will be constructed where needed.	R008					01	P S W	1.200	CE	Yes

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	PE	2015		0		0	200,000
P	RW	2016		0		0	300,000
P	CN	2017		0		0	1,700,000
Totals				0		0	2,200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	200,000	0	0	0
RW	0	0	300,000	0	0
CN	0	0	0	1,700,000	0
Totals	0	200,000	300,000	1,700,000	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	17	Vantage Highway Pathway - Phase I SR-240 Stevens Dr to Kingsgate Way Construct a 12' asphalt multi-use pathway on the north side of SR-240.	R2014					28	P S W	2.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015	HSIP	20,000		0	40,000	60,000
P	CN	2016	HSIP	660,000		0	0	660,000
Totals				680,000		0	40,000	720,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	60,000	0	0	0
CN	0	0	660,000	0	0
Totals	0	60,000	660,000	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	18	Queensgate Pathway Queensgate Drive Keene Rd to Columbia Park Trail Construct a 12' asphalt multi-use pathway on the east side of Queensgate.	R015					28		0.350	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2014		0		0	15,000	15,000
P	RW	2015		0		0	15,000	15,000
P	CN	2016		0		0	30,000	30,000
Totals				0		0	60,000	60,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	15,000	0	0	0	0
RW	0	15,000	0	0	0
CN	0	0	30,000	0	0
Totals	15,000	15,000	30,000	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	19	Stevens Drive Pathway Stevens Drive Spengler St to Horn Rapids Rd Construct a 12' multi-use pathway on east side of Stevens	R016					28	C P T	2.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0		0	70,000	70,000
P	CN	2016		0		0	880,000	880,000
Totals				0		0	950,000	950,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	70,000	0	0	0
CN	0	0	880,000	0	0
Totals	0	70,000	880,000	0	0

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MPO/RTPO: (none)

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	20	Research District Sidewalk Project George Washington Way Various to Various  New Construction of approximately 1 mile of pedestrian sidewalk. From Horn Rapids Road south along the west side of George Washington Way to the Technology and Business Campus of the Port of Benton. \$50,000 of local funds was spent on PE in 2012.	WA-01837					28		1.250	CE	Yes

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
S	CN	2014	STP(E)	156,000		0	176,000
Totals				156,000		0	176,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	176,000	0	0	0	0
Totals	176,000	0	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Richland	156,000	0	20,000	176,000



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	21	Citywide Safety Improvements Citywide Various to Various Improve traffic signal timing, install countdown pedestrian signals, and increase the visibility of a crosswalk on Leslie Rd.	R025					21			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2014	HSIP	300,000		0	8,200	308,200
Totals				300,000		0	8,200	308,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	308,200	0	0	0	0
Totals	308,200	0	0	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	22	Marcus Whitman Elementary - Safe Routes to Schools Humphreys & Winslow Wright Ave. to Lee Blvd. Reconstruct Humphreys Street and install curb, gutter, and sidewalk from Wright to Winslow as well as construct new sidewalk on the west side of Winslow from Humphreys to Lee Blvd. to improve safety on a Walk Route for Marcus Whitman Elementary school. Also provides a bicycle education curriculum and upgrades radar trailer for speed data collection.	R024					38		0.150	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015	SRTS	10,000		0	0	10,000
P	CN	2015	SRTS	86,000		0	30,000	116,000
Totals				96,000		0	30,000	126,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	10,000	0	0	0
CN	0	116,000	0	0	0
Totals	0	126,000	0	0	0



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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	23	Vantage Highway Pathway - Phase II SR-240 Twin Bridges Rd to Kingsgate Way Construct a new 12' multi-use pathway on the north side of SR-240.	R018					01	C P S T W	1.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	50,000	50,000
P	CN	2019		0		0	650,000	650,000
Totals				0		0	700,000	700,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	50,000
CN	0	0	0	0	650,000
Totals	0	0	0	0	700,000

## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	24	Step toe Street / Tap teal Drive Intersection Improvements  to Realign Tap teal Drive and Step toe Street intersection by constructing a new roundabout. Also includes sidewalks, street lights, fully signalized and gated at-grade railroad crossing, storm drainage.	R029					03	S W	0.180	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	RW	2016		0		0	50,000	50,000
P	CN	2017		0		0	1,330,000	1,330,000
Totals				0		0	1,380,000	1,380,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	0	0	50,000	0	0
CN	0	0	0	1,330,000	0
Totals	0	0	50,000	1,330,000	0

## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	25	/ 0240(015) SR-240/SR-224(Van Giesen) Grade Separation SR-240 SR 240 to SR 224 I/S Construct an interchange to separate highways and adjacent railroad crossing. Prior \$805,000.	R004					03	C G P T W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2017	DEMO	1,030,000		0	490,000	1,520,000
S	RW	2018	DEMO	639,725		0	210,275	850,000
P	CN	2019	DEMO	18,000,000	FMSIB	10,000,000	4,150,000	32,150,000
Totals				19,669,725		10,000,000	4,850,275	34,520,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	1,220,000	300,000
RW	0	0	0	0	850,000
CN	0	0	0	0	32,150,000
Totals	0	0	0	1,220,000	33,300,000

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Richland	31,137,925	16,108,120	45,444,413	92,690,458



# 2014 TRANSPORTATION IMPROVEMENTS PLANNING MAP

## LEGEND

- (XX) TRANSPORTATION IMPROVEMENT PROJECTS
- NEW TRAFFIC SIGNAL IMPROVEMENTS
- W.S.D.O.T. PROJECTS
- City Limits
- UGA
- Railroad
- City Road
- River Island
- River Waters
- Private Road



### STREET IMPROVEMENT PROJECTS (PROJECT # DOES NOT INDICATE PRIORITY)

PROJECT #	PROJECT NAME	PROJECT LOCATION
1	Center Parkway	Tapteal Drive to Gage Boulevard (With City of Kennewick)
2	Duportail Street	Cottonwood to Thayer
3	Duportail Street and Bridge	Cottonwood to Queensgate Drive
4	Stevens Drive Extension	Lee Boulevard to Thayer
5	Jones Road	Van Giesen Street to SR-240
6	Columbia Park Trail	West City Limits to Steptoe Street
7	Columbia Park Trail East	SR-240 to East City Limits
8	South GWW Mobility	Columbia Point Drive to Comstock
9	Comstock Street	George Washington Way to Wellston Way
10	Swift Corridor Improvements	Stevens Drive to George Washington Way
11	Fowler East Extension	East End of Road to Re-aligned Columbia Park Trail

### DEVELOPMENT GENERATED TRANSPORTATION IMPROVEMENT PROJECTS

PROJECT #	PROJECT NAME	PROJECT LOCATION
14	Jubilee Street Extension	East End of Road to Englewood Drive
15	Future Business Park Road I	Robertson Road to Logston Boulevard
16	Future Business Park Road II	Robertson Road to Logston Boulevard
17	Logston Boulevard	Robertson Drive to Future Business Center Road
18	First Street - Phase II	Kingsgate Way to Future Business Center Road
19	Queensgate Drive Phase II	Alla Vista Street to Rachel Road
20	Horn Rapids Road	Stevens Drive to Twin Bridges Road
21	Beardsley Road	Horn Rapids Road to SR-240
22	Battelle Boulevard (West Extension)	Kingsgate Way to Blanchard Boulevard
23	Lowe Road	Horn Rapids Road to SR-240
24	Gala Way	South end of street to Meadow Hills Drive
25	Duportail Street Extension	Thayer Dr To Wellston Way
26	Market Avenue	Reata Road to Badger Mountain Parkway
27	Gage Boulevard Extension	Morency Drive to Badger Mt. Parkway
28	Queensgate Drive Phase I	Keene Road to Shockley Road
29	Tapteal Drive Realignment/Extension Steptoe Street & TCRY R/R Crossing	
30	Industrial Park Loop Track	Horn Rapids Industrial Park
31	Rachel Road	Steptoe Street to Leslie Road
32	Bellerive Drive Extension	Brookmoor Street to Rachel Road
33	Melissa Street	Brantingham Road to Sequoia Avenue
34	Heritage Hills Drive	Sundance Ridge to Keene Road
35	Shockley Road	Keene Road to Columbia Park Trail
36	Twin Bridges Road Phase I	Horn Rapids Road To SR-240
37	Twin Bridges Road Phase II	SR-240 To South City Limits
38	Hagen Road	SR-240 to Saint Street
39	Dallas Road Widening	I-82 EB Ramps to City Limits
40	Badger Mountain Parkway	Dallas Road to Queensgate Drive
41	Gage Boulevard Improvements	Penny Royal To Morency

### W.S.D.O.T. PROJECTS

W1	I-182, Queensgate Drive to SR-240 (eastbound)	Widen to 6 Lanes & EB Loop On-ramp
W2	SR-240	Intersection Improvements
W3	SR-240/Aaron Drive/I-182	Interchange Improvements
W4	SR-240/SR-224 I/C and Corridor Study	Grade Separated Interchange

### BICYCLE/PEDESTRIAN PROJECTS

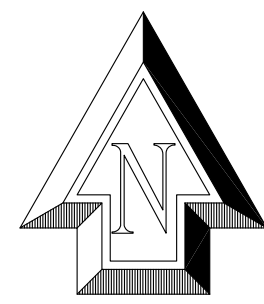
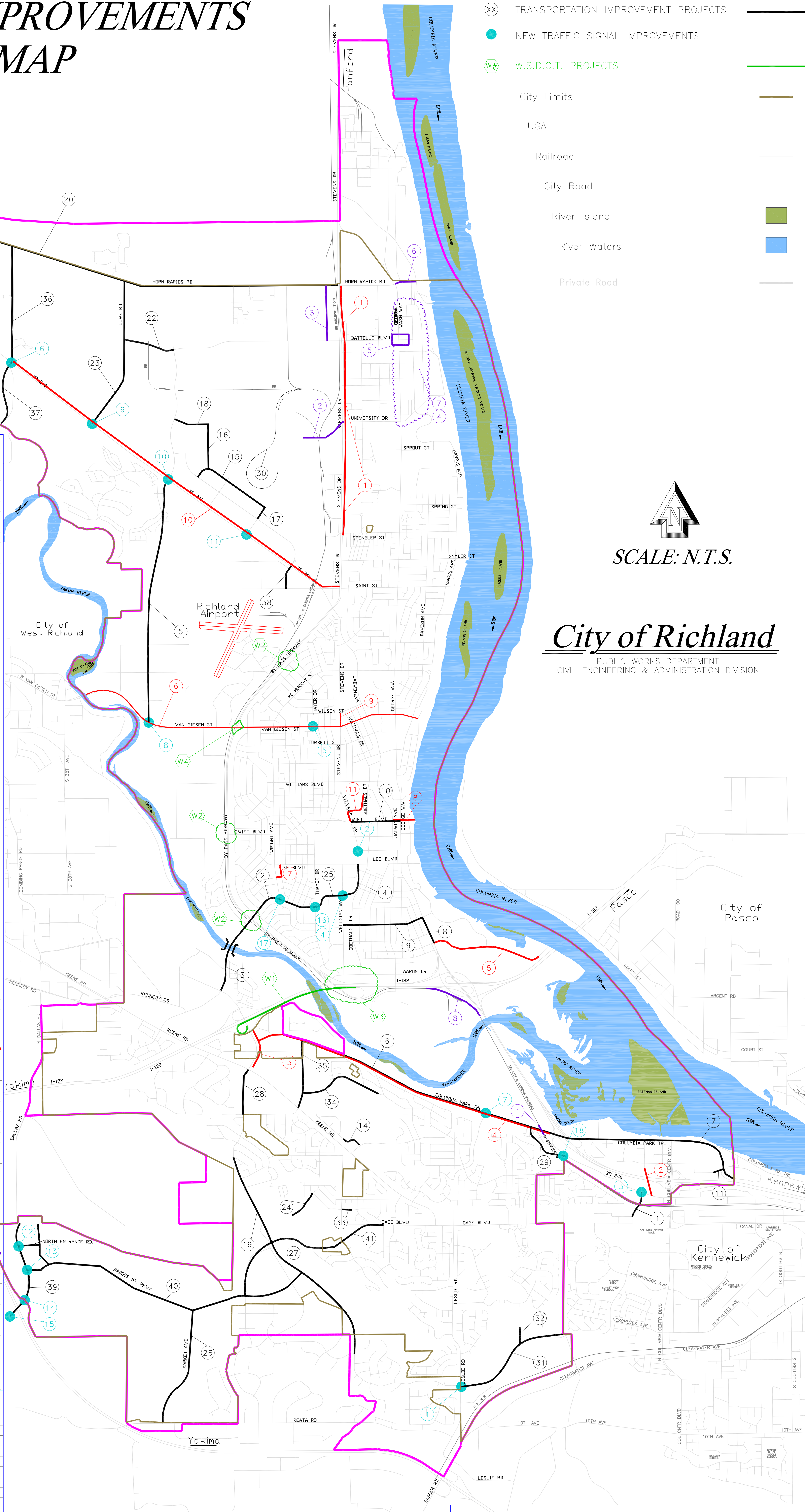
1	Stevens Drive Bike Trail	Horn Rapids Road to Spangler Street
2	Richland Wye Pedestrian Bridge	Georgia Avenue to Tapteal Drive
3	Queensgate Drive Bike & Pedestrian Pathway	I-182 to Keene Road
4	Columbia Park Trail Bike Lanes	Queensgate Drive to SR-240 (Steptoe Street)
5	Columbia Point Drive Bike Lanes	George Washington Way to Columbia River Trail
6	Van Giesen Street (SR-224) Bike Lanes	Yakima River to Columbia River Trail
7	Marcus Whitman Safe Routes to School	
8	Swift Boulevard Trail	George Washington Way to Columbia River Trail
9	Stevens Drive Sidewalks	Van Giesen Street to Wilson Street
10	Vantage Highway Pathway	Twin Bridges Road to SR240 Bypass/Stevens/Jadwin
11	Stevens/Sutch Park Trail	Swift Boulevard to Goethals Drive

### PORT OF BENTON

1	Railroad Bridge Replacement	Columbia Park Trail
2	1st Street West	Stevens Drive West 2000 Feet
3	Larson Road	Battelle Boulevard To Horn Rapids Road
4	Slurry Seal Project	Technology and Business Campus
5	Traffic Signal Upgrade	George Washington Way & Battelle Boulevard
6	Horn Rapids Road Extension	From East End of Horn Rapids a Distance of 1000' East
7	Sidewalk Improvement Project Phase 2	Assorted Streets (TBC Sidewalks)
8	South Richland Rail Transload Facility	Adjacent To SR 240 - Inland Asphalt

### INTERSECTION CONTROL PROJECTS

PROJECT #	PROJECT LOCATION	PROJECT #	PROJECT LOCATION
1	Leslie Road/Rachel Road	10	SR-240/Kingsgate Way/Jones Road
2	Stevens Drive/Knight Street	11	Logston Boulevard/SR-240
3	Center Parkway/Tapteal Drive	12	Dallas Road/North Entrance Road
4	Wellston Way/Duportail Street	13	Dallas Road/Badger Mountain Parkway
5	Van Giesen Street/Thayer Drive	14	Dallas Road/I-82 WB Ramps
6	SR-240/Twin Bridges Road	15	Dallas Road/I-82 EB Ramps
7	Leslie Road/Columbia Park Trail	16	Duportail/Thayer Dr
8	Van Giesen Street/ Jones Road	17	Duportail/Wright Ave
9	Lowe Road/SR-240	18	Steptoe/Tapteal



SCALE: N.T.S.

**City of Richland**

PUBLIC WORKS DEPARTMENT  
CIVIL ENGINEERING & ADMINISTRATION DIVISION

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## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C15

Key Element: Key 6 - Community Amenities

Subject: AMENDMENT TO EXTEND EXISTING CREHST LEASE

Department: Community and Development Services

Ordinance/Resolution:

Reference: 65-97

Document Type: Contract/Agreement/Lease

**Recommended Motion:**

Authorize the City Manager to sign and execute an amendment extending an existing lease with the Environmental Science and Technology Foundation (ESTF) for the Columbia River Exhibition of History, Science and Technology (CREHST) museum facility at 95 Lee Boulevard.

**Summary:**

In December 1995, Council approved a Memorandum of Agreement with the ESTF for the relocation and refurbishing of the 401 Building as an interim home for the CREHST museum facility. The 401 Building had been used as a visitor center for the Fast Flux Text Facility (FFTF). Under this partnership, the City provided a site and \$194,000 to assist with relocation of the facility and exhibits, while ESTF arranged to have the building relocated and installed at its present site. In 1997, the City granted a no cost lease to ESTF in exchange for their contribution in relocating the building. Council approved an extension to the lease in 2005 which runs through the end of this month.

The ESTF Board has decided to merge the CREHST collection with the Hanford Reach Interpretive Center (Reach). Construction of the Reach began earlier this year; and the facility is expected to be open to the public next summer. ESTF has requested that the City grant an extension to the existing lease that will allow them to continue using the current facility while the Reach building is completed.

Either party can terminate the lease extension with 60 days written notice. If not terminated sooner, the lease will end on June 30, 2014, but if there is a delay with the completion of the Reach, the lease may be extended on a month-to-month basis. Once the Reach facility is completed, the CREHST exhibits and fixtures will be removed and the 95 Lee Boulevard building surrendered to the City. Staff believes that it is in the City's interest to provide a facility for CREHST until the new Reach facility is open for operation. CREHST helps to preserve an important part of this community's heritage and supports the City's hospitality industry.

**Fiscal Impact?**

☒ Yes ☐ No

The City receives no revenue from this lease, but retains current responsibility for the exterior of the building and maintenance of basic mechanical systems. Based on past experience, this is estimated to cost approximately \$3,000 per year. At the end of the lease term, the building belongs to the City free and clear.

**Attachments:**

- 1) Request for Lease Extension
- 2) Second Amendment to ESTF Ground Lease

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:07:12 GMT-0700 2013



95 LEE BOULEVARD  
P.O. Box 1890  
RICHLAND WA 99352  
(509) 943-9000  
[WWW.CREHST.ORG](http://WWW.CREHST.ORG)



June 3, 2013

Bill King  
Deputy City Manager  
City of Richland  
505 Swift Blvd.  
P.O. Box 190, MS #02  
Richland WA, 99352

Dear Bill:

RE: Request for One-Year Extension of the Columbia River Exhibition of History, Science and Technology (CREHST) Building Lease

On behalf of the Environmental Science and Technology Foundation (ESTF) board, I am writing to request an extension of the CREHST lease by the City of Richland for one year. It is the goal, if feasible, of the ESTF to operate the CREHST Museum, located at 95 Lee Boulevard through June 30, 2014, or until the Hanford Reach Interpretive Center (HRIC) opens. If possible, we hope to include an option for month-to-month renewal, in the event we need additional time to complete the process to close down, de-accession the collection, and empty the facility.

In the event that the CREHST needs to close earlier than June 2014, due to budget constraints, staffing constraints or other issues, I would like to request that the requirement regarding hours of operation be amended. We may be closed but still need access to the building.

The ESTF Board and CREHST staff sincerely appreciate the continued support of the City of Richland in the operation of the CREHST facility. Should you have further questions or concerns, please contact me at 546-0760.

Sincerely,

Lisa Toomey  
CREHST Interim Executive Director

cc: Shirley Long, ESTF Board President



## SECOND AMENDMENT TO THE 2005 ESTF GROUND LEASE

The City of Richland (Lessor) and the Environmental Science and Technology Foundation (ESTF) (Lessee), hereby modify and amend the Lease dated September 30, 2005, which was itself an amendment and incorporation of an April 14, 1997 lease and by which the City leased real property to ESTF.

Section 1. Section 2 of said September 30, 2005 lease shall be amended to read as follows:

This Lease was entered into on April 14, 1997 and was scheduled to commence on the date of issuance of the certificate of occupancy on July 1, 1997, whichever date was sooner. This Lease shall continue unless sooner terminated by either party for any reason, with or without cause, on sixty (60) days written notice. This Lease shall terminate on June 30, 2014. Upon termination of this Lease, Lessee shall surrender possession and vacate the leased building, remove all its property there from and deliver possession to Lessor and Lessee shall have no further responsibilities under this Lease. In the event the new location of the Hanford Reach Interpretive Center (HRIC) is not yet available to receive the remaining contents of the leased property, this lease will convert to a month-to-month contract to extend no more than six months past the June 30, 2014 expiration date.

Section 2. The Parties agree that all other terms and conditions of the Lease remain in effect throughout the term of the Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF RICHLAND

ESTF

\_\_\_\_\_  
CYNTHIA D. JOHNSON

City Manager

By: \_\_\_\_\_  
LISA TOOMEY

CREHST Interim Executive Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C16

Key Element: Key 6 - Community Amenities

Subject: ACCEPTANCE OF PUBLIC ART DONATION TO BE INSTALLED AT RICHLAND PUBLIC LIBRARY

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize staff to accept the proposed donation of public art in the form of a memorial bust commemorating Colonel Franklin T. Matthias to be installed at the Richland Public Library.

Summary:

In 2012, Karen Miles presented the City of Richland with the donation of dozens of historical markers highlighting the military officers for whom each street was named, thus commemorating "The City the Stars Fell On." Ms. Miles now proposes a donation of public art in the form of a bust of Colonel Franklin T. Matthias, the man responsible for selecting Richland as the site of the Manhattan Project. The bronze bust will be mounted on basalt columns and installed at the NE corner of the Richland Public Library property, south of the flag pole, facing Swift Boulevard.

The Arts Commission, Parks & Recreation Commission and Richland Library Board have all reviewed and approved the donation of art and its placement at Richland Public Library.

The memorial bust, along with all site work for the installation that includes landscaping, irrigation and lighting, will be paid through private donations.

Fiscal Impact?

☐ Yes ☒ No

The necessary site work and art will be completed and paid for by the donor.

Attachments:

- 1) Art Donation - Matthias
- 2) Aerial Map of Matthias Installation Site

City Manager Approved:

Johnson, Cindy  
Jun 13, 14:14:49 GMT-0700 2013

## PROPOSED DONATION OF ARTWORK



- ✓ 1. Date 11 April 2013
- ✓ 2. Donor Name Historic Streets Project
- ✓ 3. Address 2009 Tinkle Street, Richland WA 99354
- ✓ 4. Telephone 509.946.2422
- ✓ 5. Email km101041@gmail.com
- ✓ 6. Description of artwork (PLEASE ATTACH PHOTOGRAPH OR DRAWING)
- ✓ a. Artist Michael B. Salazar
- ✓ b. Media (material) Bronze & basalt
- ✓ c. Size See attached
- ✓ d. Depiction Sculpture of Col. Franklin T. Matthews
- ✓ 7. Proposed location See attached
- ✓ 8. Reason for donation Recognition of our history
- ✓ 9. Estimated value of artwork \$ min 5,000<sup>00</sup>
- ✓ 10. Special significance of artwork See # 8
- ✓ 11. Other Comments The entire project is thru  
contributions. money as well as  
donated materials, some labor,  
and "at-cost" support from vendors  
Karen Miles

### \*\*\*FOR STAFF USE\*\*\*

Annual estimated maintenance cost \$ \_\_\_\_\_

Description \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# ***Colonel Franklin T. Matthias***

***1908 – 1993***

***University of Wisconsin Class of 1930***

***Nuclear Engineering***

***U.S. Army Corps of Engineers***

***World War II ~ Distinguished Service Medal***

*In November, 1945 Colonel Matthias, U.S.A.C.E., received the **DSM** for his performance and distinguished service as commander of the Hanford Engineers Works with The Manhattan District Engineers.*

*“A PROJECT OF UNPARALLELED IMPORTANCE”.*

*Found in a journal written by Col. Matthias, using his pen name, “The Wisconsin Engineer” wrote: ~ “The story of the Hanford Works and the Atomic Bomb Program is not a story of buildings and concrete and steel; it is fundamentally a story of men and women. It is a story of unselfish devotion, of patriotism and cooperation. It is a story of the thousands of scientists who worked anonymously, faithfully and together. It is the story of designers, who performed the almost impossible task of translating mathematics and experiments of the scientists. It is the story of construction workers and operators who converted the work of the designers into a finished product and brought confusion to our enemies. It is a glowing story of how our country can mobilize leadership and workers to heights of cooperative achievement when the motive is sufficient”. ~*

# 6-b, C. #d

~Sculpture~

Materials

Base: concrete pad

Standards: Basalt (indigenous to the area)

Biography: Metal (aged brass or composite)

Bust: Metal (Bronze or composite)

*The metal composite is the safest because of the value of the copper in bronze, it has a higher likelihood for theft.*

~Hardscape~

Viewing Sidewalk: Wheelchair accessible

*To conform with existing walkways.*

~Landscape~

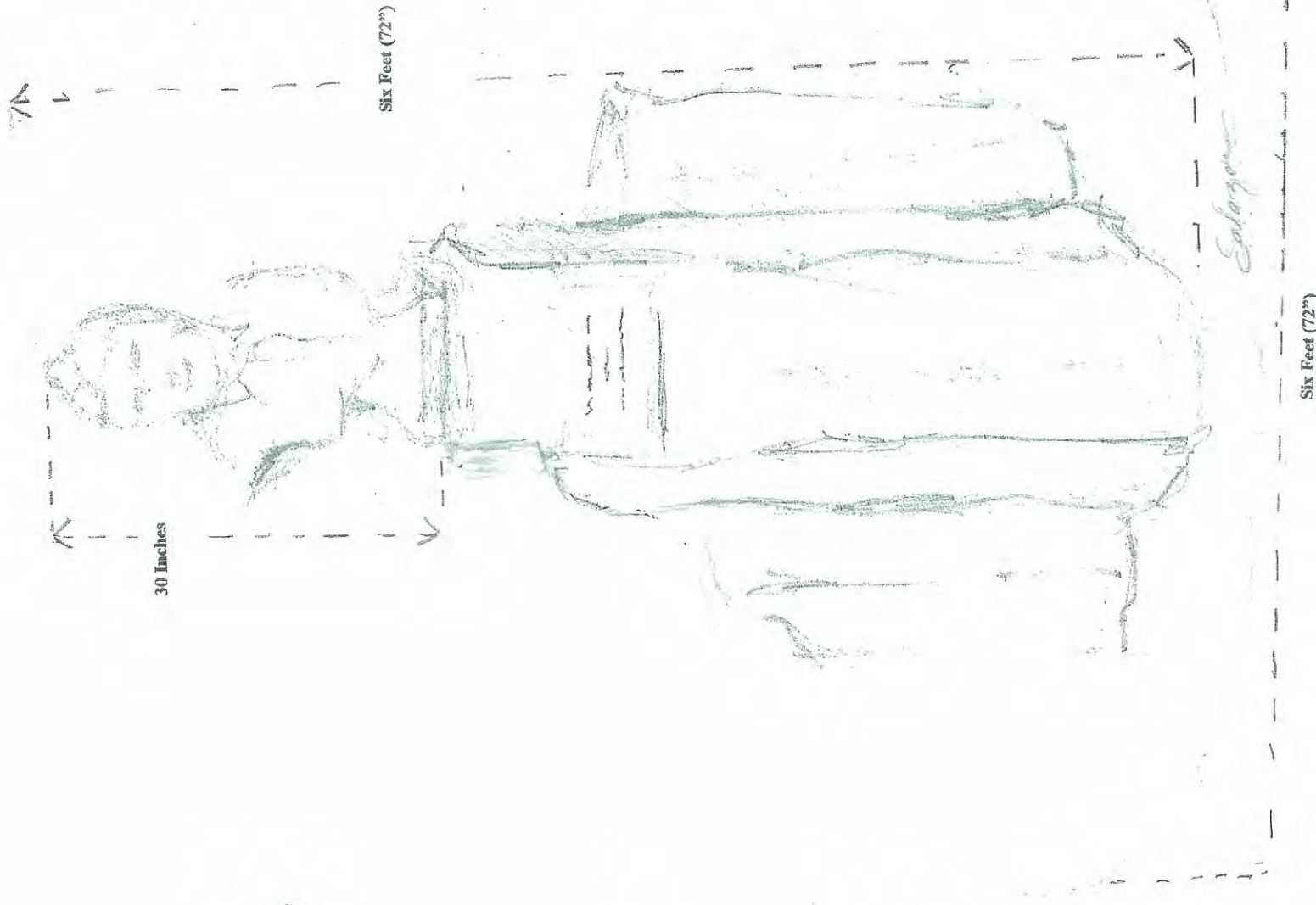
Existing grass next to walkways.

Ornamental shrubs.

*Suggested: Miniature evergreen boxwoods. They only grow to approx. 12-14 inches.*

~Lighting~

Able to use existing security lighting that is on the building.



*Submitted by A.M.H.W.*

#6-d

Bust of Colonel Matthias. Mr. Salazar has been kind enough to send me progress photos. There's more to be done, of course. But I thought you may want to see the approximate height, etc.





Proposed Installation Site





## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C17

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: SOLID WASTE COLLECTION FRANCHISE AGREEMENTS FOR THE REATA AND HAZEN 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 Collection Agreements with Waste Management of Washington, Inc., and Ed's Disposal, Inc.

**Summary:**

In May 2013, the City annexed approximately one hundred thirty-seven acres near Reata Road by adopting Ordinance No. 16-13. 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), and Ed's Disposal, Inc. (Ed's) fulfill the intent of Section 1.07.

On June 4, the City annexed one acre near the east end of Badger Mountain by adopting Ordinance No. 20-13. While development and solid waste service is not anticipated on the one acre property, State law requires the City to reconcile the impacts of annexations on State-issued solid waste permits. The proposed agreements fulfill that obligation.

The agreements allow WMW and Ed's to continue solid waste collection services in the annexed areas 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 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. Also in May 2013, Council approved Ordinance No. 15-13, 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 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 will increase if customers choose to add City recycling services and as the City collects the residential surcharge.

**Attachments:**

- 1) Collection Transition Agreement - Reata Road & Hazen Annexations - WM
- 2) Collection Transition Agreement - Reata Road & Hazen Annexations - EDs

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:04:55 GMT-0700 2013



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

**Reata Road & Hazen Annexations**

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. 16-13, dated May 21, 2013 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Reata Road Annexation**;

**WHEREAS** by Ordinance No. 20-13, dated June 4, 2013 (the “Ordinance”) and attached hereto as **Exhibit B**, the City has annexed certain territory identified in the Ordinance as adjacent to the plat of Falconcrest and commonly referred to as the **Hazen Annexation**;

**WHEREAS** the Reata Road Annexation and the Hazen Annexation are collectively referred to herein as 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	Waste Management of	If to	
WMW:	Washington, Inc.	City:	City of Richland
	720 Fourth Avenue, Suite 400		505 Swift Boulevard, MS-26
	Kirkland, WA 98033-8136		Richland, Washington 99352
	Director of Public Sector		Pete Rogalsky,
Attention:	Services	Attention:	Public Works Director

**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.

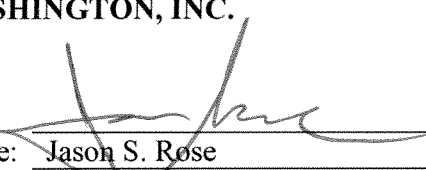
\* \* \*

**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**

By: \_\_\_\_\_  
Name: Cynthia D. Johnson  
Title: City Manager  
Date: \_\_\_\_\_

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

By:  \_\_\_\_\_  
Name: Jason S. Rose  
Title: Vice President  
Date: 5/30/13

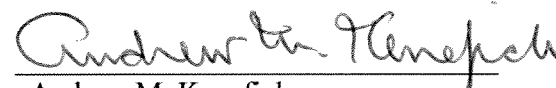
**ATTEST**

By: \_\_\_\_\_  
Name: Marcia Hopkins  
Title: City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Thomas O. Lampson  
Title: City Attorney

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Name: Andrew M. Kenefick  
Title: Senior Legal Counsel

**Attachments:**

Exhibit A - Ordinance No. 16-13

Exhibit B – Ordinance No. 20-13

WHEN RECORDED RETURN TO:

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

PID#1-10881000003001, PID#1-10881000003000, PID#1-10881000004001,  
PID#1-11882013177001, PID#1-02883011509005, PID#1-11882013177002,  
PID#1-11882013177003, PID#1-11882013177004, PID#1-11882000005004,  
PID#1-11881000006000, PID#1-11881013301003, PID#1-11881013301002,  
PID#1-11881013301001, PID#1-11881012147003, PID#1-11881012147004,  
PID#1-11881012147002, PID#1-11881012147001, PID#1-11881000005004,

#### ORDINANCE NO. 16-13

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 137 acres of land located south of Reata Road and west of Leslie Road, 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 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 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 49-12 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 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 and

WHEREAS, the Richland Planning Commission held a public hearing on December 19, 2012 and January 23, 2013 to consider appropriate zoning designations for the proposed annexation area;

WHEREAS, on November 5, 2012, Council passed Resolution No. 90-12, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto;

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 April 16, 2013, 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 either "commercial" or "low density residential" 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. 68 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.

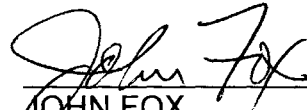
Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be a combination of C-1 – Neighborhood Business, C-3 General Business and R1-10 Single Family Residential, as depicted on Exhibit B, when consideration 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 The Public Works Department is directed to provide notice this annexation to the Washington State Utilities and Transportation Commission indicating the City's intent to provide solid waste collection services to the Annexed Area after satisfaction of the requirements of RCW 35.13.280. As authorized and required by RCW 35.13.280, the Public Works Department is directed to prepare a franchise to the solid waste collection service providers currently serving the Annexed Area under Washington State Utilities and Transportation Commission permits. The franchise shall be presented for Council action and shall include terms that comply with the municipal code and the City's 2011 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<sup>st</sup> day of May, 2013.

  
\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

  
\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney

Date Published: May 26, 2013

# EXHIBIT A

## Legal Description for Reata Annexation

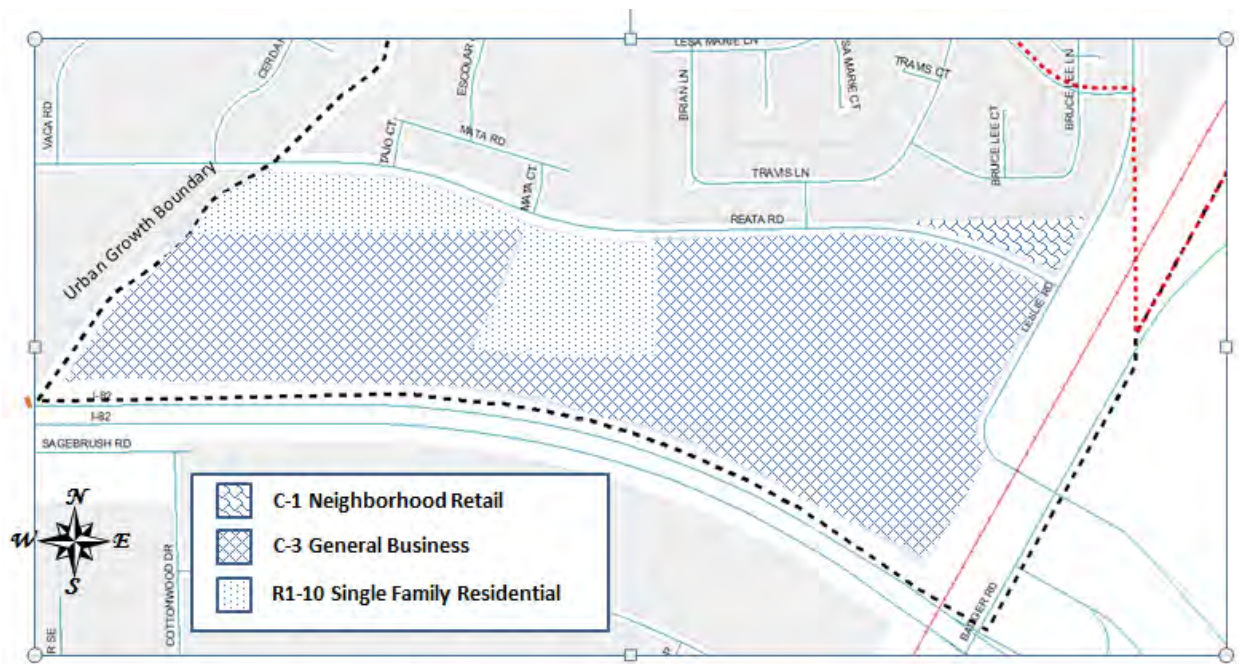
*Those portions of Sections 2, 10 and 11 of Township 8 North, Range 28 East W.M., that are situated north of the Interstate 82 Right-of-Way; south of Reata Road, west of the Burlington Northern Railroad Right-of-Way and east of the Kennewick Irrigation District Badger Lateral Canal; together with those lands lying within Section 11, Township 8 North, Range 28 East W.M. that are situated north of Reata Road, west of Leslie Road and south of the plat of Lorayne J Ranch Phase I. Also included are those portions of the Reata Road and Leslie Road Rights-of-Way that lie adjacent to the lands so described.*

*This legal description includes the following Assessor Parcel Numbers:*

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

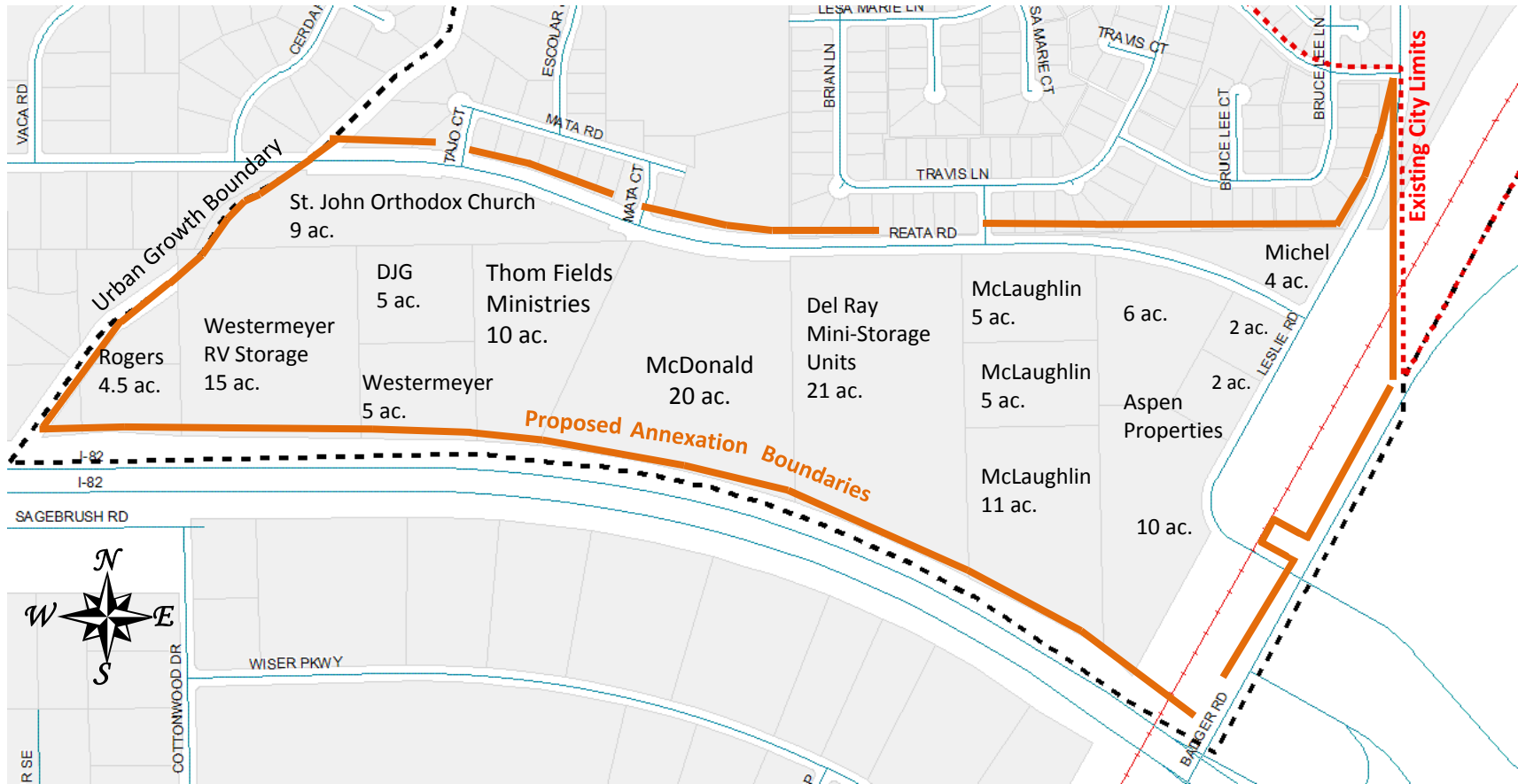


## EXHIBIT B



**ZONING FOR REATA ROAD ANNEXATION**





VICINITY MAP

WHEN RECORDED RETURN TO:

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

PID#1-02882070000069

ORDINANCE NO. 20-13

AN ORDINANCE of the City of Richland, Benton County Washington, annexing one acre of City owned land located south of and adjacent to the plat of Falconcrest.

WHEREAS, the City has recently purchased an acre of land that is immediately adjacent to an existing 12 acre open space parcel, which land was needed in order to provide for the extension of a pedestrian trail; and

WHEREAS, the City completed an adjustment of property boundaries in order to add the one acre site into the City open space tract; and

WHEREAS, the City filed a request with the Benton County Boundary Review Board to waive their jurisdiction, based on the size and value of the proposed annexation area. Said request was approved by the Chairman of the Benton County Boundary Review Board in correspondence dated April 20, 2013; and

WHEREAS, state law provides for the direct annexation of property for municipal purposes without requiring petitions or elections; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland and the Council has determined that the annexation for municipal purposes 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 area shall be designated as "natural open space."

Section 1.03 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. 61 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 1.04 It is hereby found, as an exercise of the City's police power, that the best zoning for the property included in the Annexed Area shall be a NOS – Natural Open Space, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 1.05 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 1.06 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 \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney

Date Published: \_\_\_\_\_

# EXHIBIT A

## Legal Description for Annexation

1-0288-207-0000-069

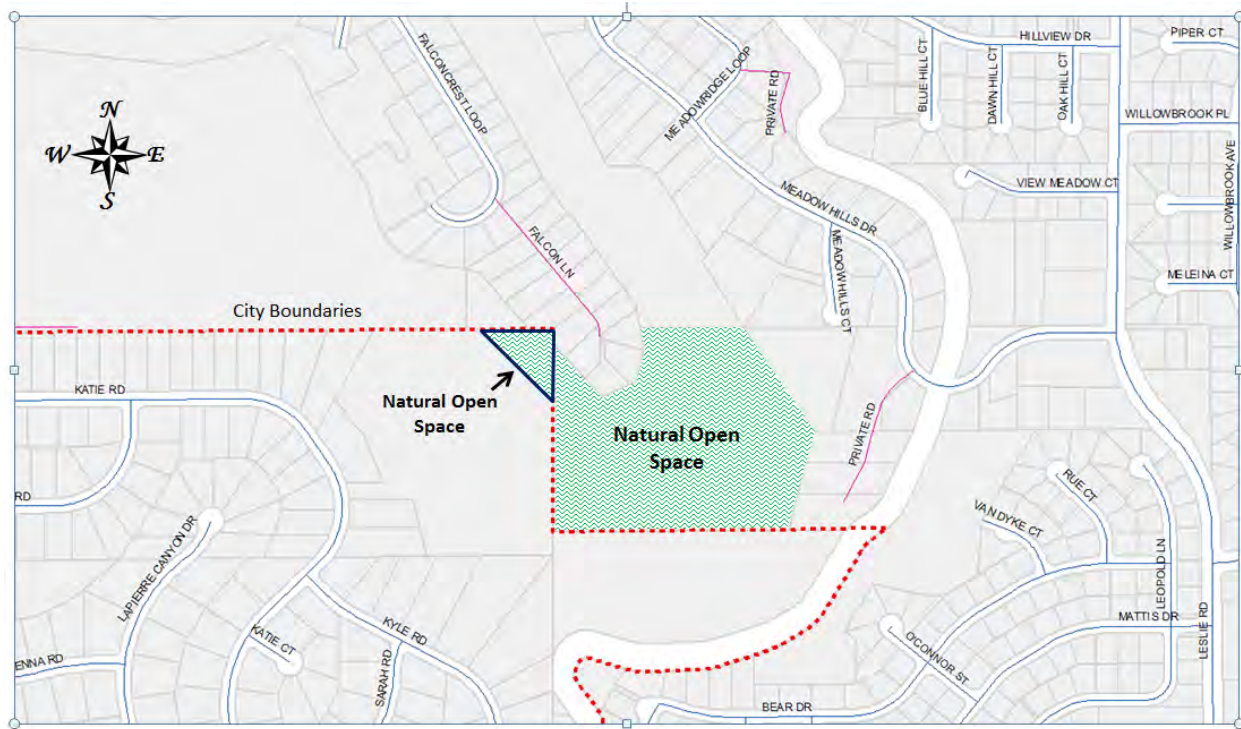
A portion of the Northwest  $\frac{1}{4}$  of Section 2, Township 8 North, Range 28 East, W.M., Benton County, Washington, described as follows:

That portion of Lot 65 of the Plat of Reata Heights as recorded in Volume 15 of Plats on Page No. 192 records of said County and State described as follows:

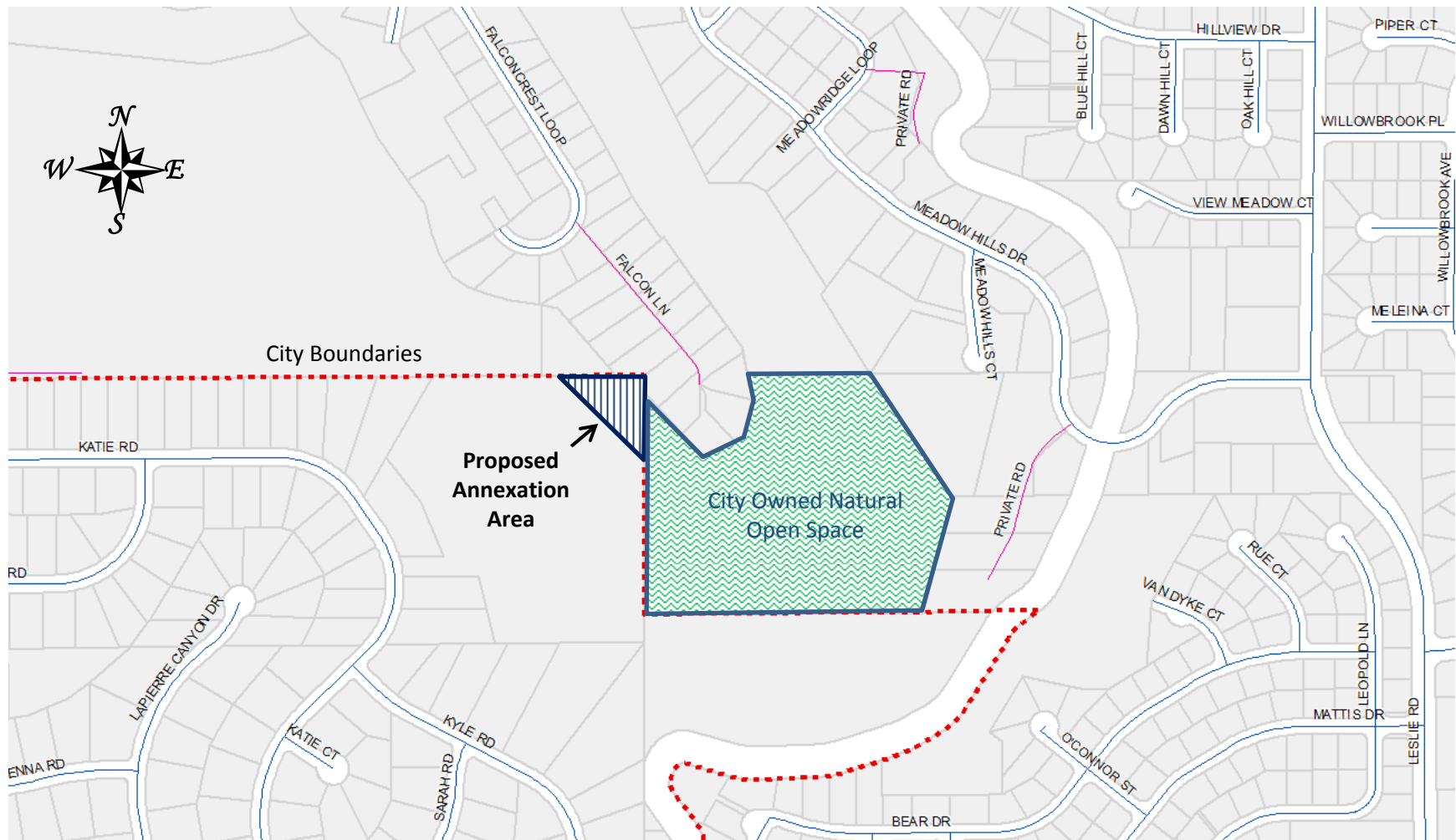
Beginning at the North  $\frac{1}{4}$  corner of said Section 2, and the Northeast corner of said Lot 65 and the **TRUE POINT of BEGINNING**; Thence South  $00^{\circ}00'58''$  West a distance of 295.43 feet along the Easterly line of said Lot 65, leaving said corner; Thence North  $45^{\circ}09'19''$  West a distance of 416.55 feet, leaving said Easterly line to a point on the Northerly line of said Lot 65 and a the Northerly line of said Section 2; Thence North  $89^{\circ}40'25''$  East a distance of 295.43 feet along said Northerly lines, back to the true point of beginning.

Containing 43,560 square feet, more or less, according to the bearings and distances listed above.

## EXHIBIT B



**HAZEN ANNEXATION**



## PROPOSED CITY ANNEXATION

**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

April 17, 2013

Rick Simon, Development Services Manager  
City of Richland  
840 Northgate Drive  
Richland WA 99352

RE: Annexation request by the City of Richland of approximately 1 acre - BRB 13-01

Dear Mr. Simon:

Having reviewed the proposed Intent to Annex by the City of Richland for a one acre parcel located in Section 2, Township 8 North, Range 28 East, W.M., with an assessed valuation of less than two million dollars it is my determination that review of this matter by the Benton County Boundary Review Board is not necessary for the protection of the interest of the various parties involved in this annexation.

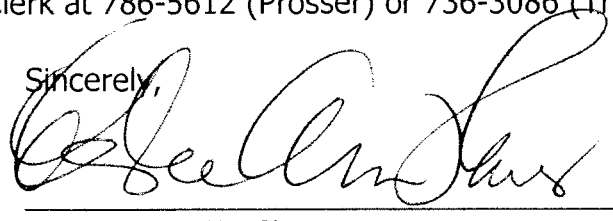
Therefore, per RCW 36.93.110, I hereby declare that review by the Board is not necessary.

You should be aware of the fact that once the minimum requirement of ten acres and/or \$2,000,000 evaluation is reached by one or a series of potentially exempt items, I can no longer grant an exemption and a full request for review must be filed with the Boundary Review Board to include the total area that is being annexed piecemeal at the present time.

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. *Please forward to the Benton County Boundary Review Board a copy of the City's Ordinance finalizing the annexation for their records.*

If you have any questions with reference to this matter do not hesitate to contact the Benton County Boundary Review Board, Chief Clerk at 786-5612 (Prosser) or 736-3086 (Tri-Cities).

Sincerely,

 4/20/2013

LESLIE HAUER, Chairman  
BENTON COUNTY BOUNDARY REVIEW BOARD

LAH:djh

cc: Assessor's Office, GIS Dept.

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

**Reata Road & Hazen Annexations**

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between 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. 16-13, dated May 21, 2013 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Reata Road Annexation** (the “Annexed Territory”);

**WHEREAS** by Ordinance No. 20-13, dated June 4, 2013 (the “Ordinance”) and attached hereto as **Exhibit B**, the City has annexed certain territory identified in the Ordinance as adjacent to the plat of Falconcrest and commonly referred to as the Hazen Annexation (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 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 ED’s a seven-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to 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 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 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 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 **July 1, 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 Ed's for any and all measurable damages Ed's has 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 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 WMW.** 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.** 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 Ed's customer's located within Ed's Certificates 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. Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and

4.2. 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 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 Ed's

Collection Services within the Annexed Territory, the City shall notify 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 Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within the Certificate No. G-110 territory in Benton County. In the event that the WUTC approves revisions to Ed's WUTC Tariffs, 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 Ed's in writing of the additional services requested, and Ed's shall have the right to provide such additional services during the Transition Period. If Ed's elect to provide such additional services, 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 Ed's does not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If 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.** Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. 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.** 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). 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, Ed's shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and Ed's WUTC Tariffs.

**11. Transition of 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, Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;



11.3. 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. 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 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), Ed's shall be responsible for notifying the WUTC that 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 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  
Ed's: Ed's Disposal Inc.  
PO Box 3850  
Pasco, WA 99302-3850

Attention: Darrick Dietrich, President

If to  
City: City of Richland  
505 Swift Boulevard, MS-26  
Richland, Washington 99352  
Pete Rogalsky, Public Works  
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.

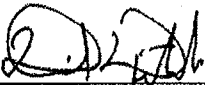
**31. Agreement Not Legal Precedent.** The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any 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**

**ED'S DISPOSAL, INC.**

By: \_\_\_\_\_  
Name: Cynthia D. Johnson  
Title: City Manager  
Date: \_\_\_\_\_

By:   
Name: Darrick Dietrich  
Title: President  
Date: JUNE 10<sup>th</sup>, 2013

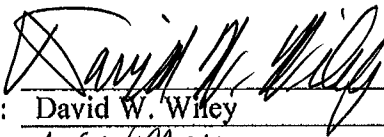
**ATTEST**

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: David W. Wiley  
Title: Attorney

**Attachments:**

Exhibit A - Ordinance No. 16-13  
Exhibit B - Ordinance No. 20-13

WHEN RECORDED RETURN TO:

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

PID#1-10881000003001, PID#1-10881000003000, PID#1-10881000004001,  
PID#1-11882013177001, PID#1-02883011509005, PID#1-11882013177002,  
PID#1-11882013177003, PID#1-11882013177004, PID#1-11882000005004,  
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PID#1-11881013301001, PID#1-11881012147003, PID#1-11881012147004,  
PID#1-11881012147002, PID#1-11881012147001, PID#1-11881000005004,

#### ORDINANCE NO. 16-13

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 137 acres of land located south of Reata Road and west of Leslie Road, 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 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 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 49-12 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 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 and

WHEREAS, the Richland Planning Commission held a public hearing on December 19, 2012 and January 23, 2013 to consider appropriate zoning designations for the proposed annexation area;

WHEREAS, on November 5, 2012, Council passed Resolution No. 90-12, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto;

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 April 16, 2013, 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 either "commercial" or "low density residential" 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. 68 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.

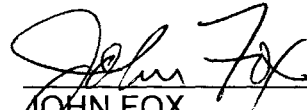
Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be a combination of C-1 – Neighborhood Business, C-3 General Business and R1-10 Single Family Residential, as depicted on Exhibit B, when consideration 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 The Public Works Department is directed to provide notice this annexation to the Washington State Utilities and Transportation Commission indicating the City's intent to provide solid waste collection services to the Annexed Area after satisfaction of the requirements of RCW 35.13.280. As authorized and required by RCW 35.13.280, the Public Works Department is directed to prepare a franchise to the solid waste collection service providers currently serving the Annexed Area under Washington State Utilities and Transportation Commission permits. The franchise shall be presented for Council action and shall include terms that comply with the municipal code and the City's 2011 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<sup>st</sup> day of May, 2013.

  
\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

  
\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney

Date Published: May 26, 2013



# EXHIBIT A

## Legal Description for Reata Annexation

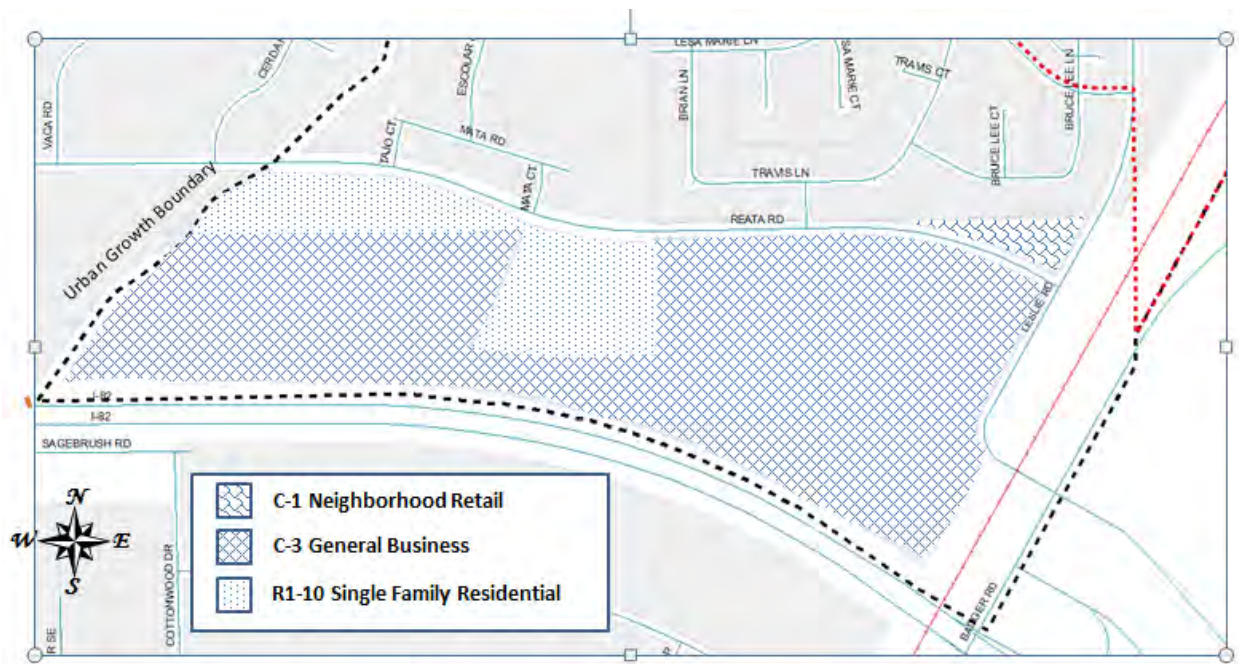
*Those portions of Sections 2, 10 and 11 of Township 8 North, Range 28 East W.M., that are situated north of the Interstate 82 Right-of-Way; south of Reata Road, west of the Burlington Northern Railroad Right-of-Way and east of the Kennewick Irrigation District Badger Lateral Canal; together with those lands lying within Section 11, Township 8 North, Range 28 East W.M. that are situated north of Reata Road, west of Leslie Road and south of the plat of Lorayne J Ranch Phase I. Also included are those portions of the Reata Road and Leslie Road Rights-of-Way that lie adjacent to the lands so described.*

*This legal description includes the following Assessor Parcel Numbers:*

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

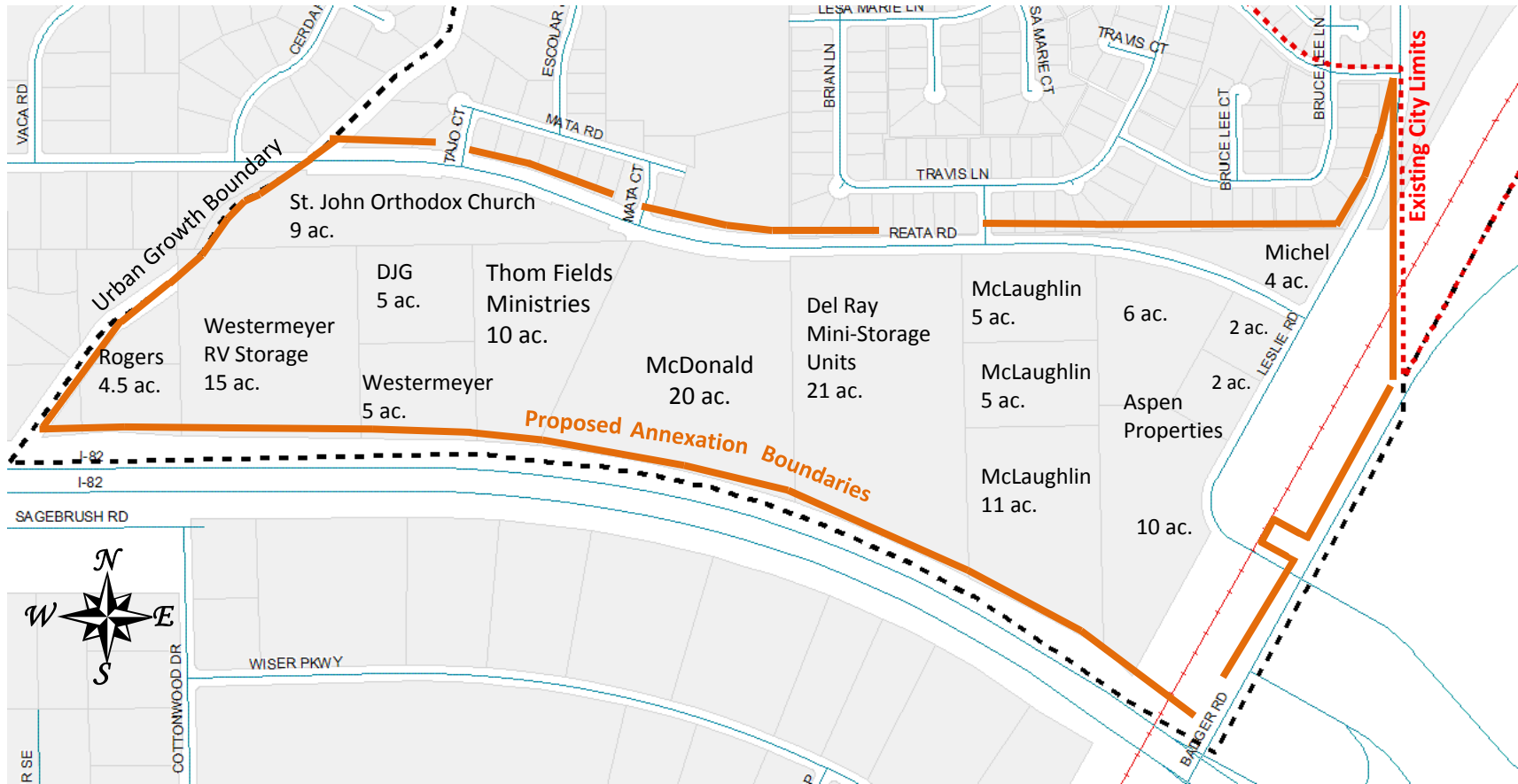


## EXHIBIT B



**ZONING FOR REATA ROAD ANNEXATION**





VICINITY MAP

WHEN RECORDED RETURN TO:

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

PID#1-02882070000069

ORDINANCE NO. 20-13

AN ORDINANCE of the City of Richland, Benton County Washington, annexing one acre of City owned land located south of and adjacent to the plat of Falconcrest.

WHEREAS, the City has recently purchased an acre of land that is immediately adjacent to an existing 12 acre open space parcel, which land was needed in order to provide for the extension of a pedestrian trail; and

WHEREAS, the City completed an adjustment of property boundaries in order to add the one acre site into the City open space tract; and

WHEREAS, the City filed a request with the Benton County Boundary Review Board to waive their jurisdiction, based on the size and value of the proposed annexation area. Said request was approved by the Chairman of the Benton County Boundary Review Board in correspondence dated April 20, 2013; and

WHEREAS, state law provides for the direct annexation of property for municipal purposes without requiring petitions or elections; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland and the Council has determined that the annexation for municipal purposes 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 area shall be designated as "natural open space."

Section 1.03 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. 61 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 1.04 It is hereby found, as an exercise of the City's police power, that the best zoning for the property included in the Annexed Area shall be a NOS – Natural Open Space, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 1.05 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 1.06 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 \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney

Date Published: \_\_\_\_\_

# EXHIBIT A

## Legal Description for Annexation

1-0288-207-0000-069

A portion of the Northwest  $\frac{1}{4}$  of Section 2, Township 8 North, Range 28 East, W.M., Benton County, Washington, described as follows:

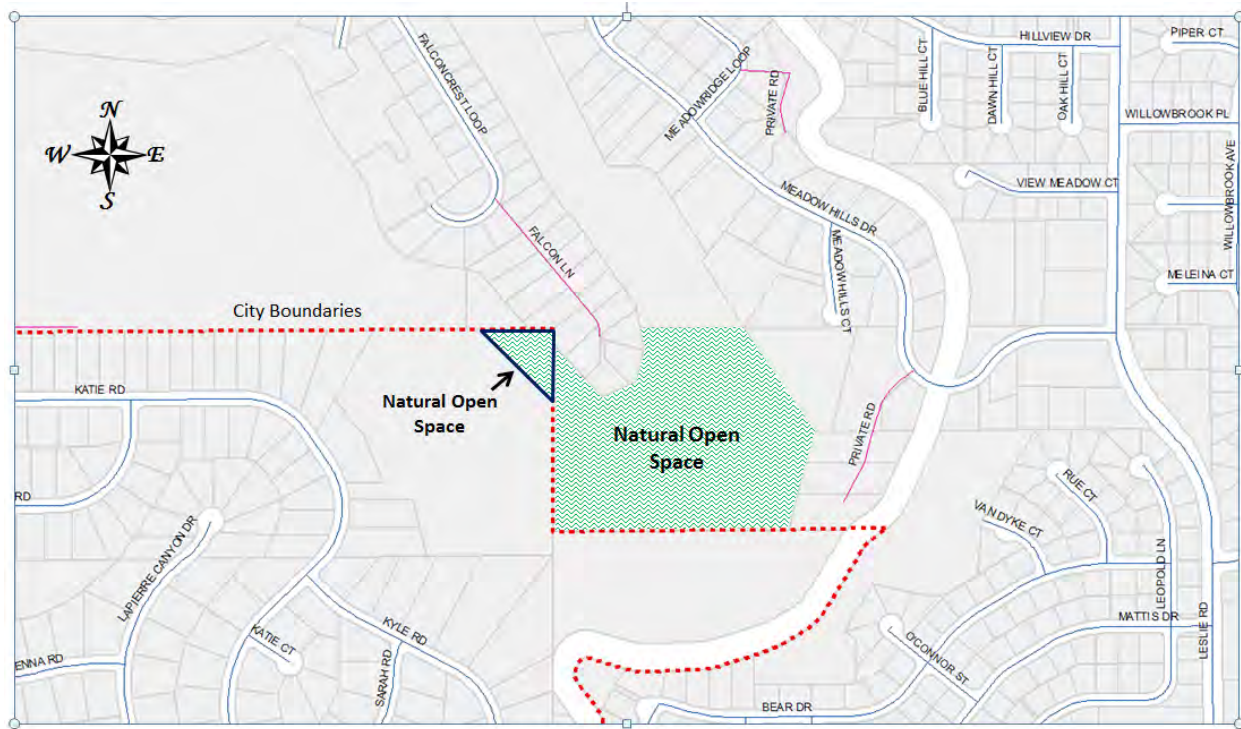
That portion of Lot 65 of the Plat of Reata Heights as recorded in Volume 15 of Plats on Page No. 192 records of said County and State described as follows:

Beginning at the North  $\frac{1}{4}$  corner of said Section 2, and the Northeast corner of said Lot 65 and the **TRUE POINT of BEGINNING**; Thence South  $00^{\circ}00'58''$  West a distance of 295.43 feet along the Easterly line of said Lot 65, leaving said corner; Thence North  $45^{\circ}09'19''$  West a distance of 416.55 feet, leaving said Easterly line to a point on the Northerly line of said Lot 65 and a the Northerly line of said Section 2; Thence North  $89^{\circ}40'25''$  East a distance of 295.43 feet along said Northerly lines, back to the true point of beginning.

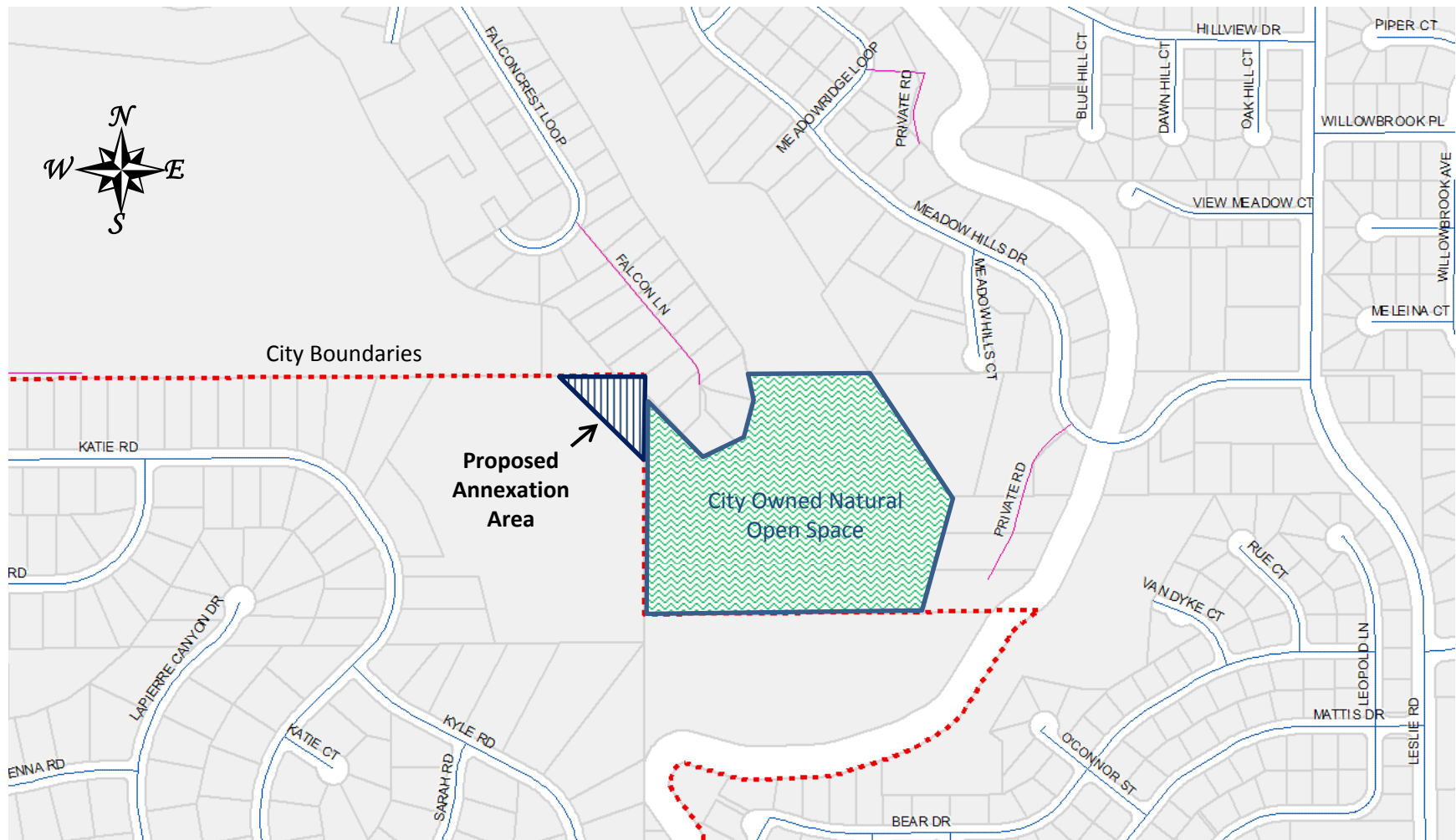
Containing 43,560 square feet, more or less, according to the bearings and distances listed above.



## EXHIBIT B



**HAZEN ANNEXATION**



## PROPOSED CITY ANNEXATION

**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

April 17, 2013

Rick Simon, Development Services Manager  
City of Richland  
840 Northgate Drive  
Richland WA 99352

RE: Annexation request by the City of Richland of approximately 1 acre - BRB 13-01

Dear Mr. Simon:

Having reviewed the proposed Intent to Annex by the City of Richland for a one acre parcel located in Section 2, Township 8 North, Range 28 East, W.M., with an assessed valuation of less than two million dollars it is my determination that review of this matter by the Benton County Boundary Review Board is not necessary for the protection of the interest of the various parties involved in this annexation.

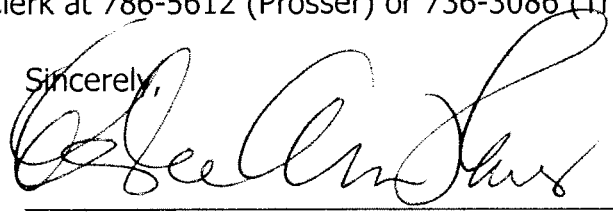
Therefore, per RCW 36.93.110, I hereby declare that review by the Board is not necessary.

You should be aware of the fact that once the minimum requirement of ten acres and/or \$2,000,000 evaluation is reached by one or a series of potentially exempt items, I can no longer grant an exemption and a full request for review must be filed with the Boundary Review Board to include the total area that is being annexed piecemeal at the present time.

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. *Please forward to the Benton County Boundary Review Board a copy of the City's Ordinance finalizing the annexation for their records.*

If you have any questions with reference to this matter do not hesitate to contact the Benton County Boundary Review Board, Chief Clerk at 786-5612 (Prosser) or 736-3086 (Tri-Cities).

Sincerely,

 4/20/2013

LESLIE HAUER, Chairman  
BENTON COUNTY BOUNDARY REVIEW BOARD

LAH:djh

cc: Assessor's Office, GIS Dept.



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Items of Business

Agenda Item: C18

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AGREEMENT WITH ALL ASSURED ELECTRIC, INC. 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 All Assured Electric, Inc. 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. All Assured Electric, Inc. of Pasco, WA, has met all contractual requirements and with approval will be added as an authorized contractor for the City's Weatherwise Program.

Contractors seeking weatherization work within Richland go through a uniform process to qualify. This process includes satisfactorily completing an application, meeting the licensing, insurance and bonding requirements, fee payment, Energy Services' weatherization program orientation 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  
Jun 12, 15:56:51 GMT-0700 2013



## **CITY AUTHORIZED CONTRACTOR AGREEMENT**

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Richland, Benton County, Washington, hereinafter referred to as the "City", and All Assured Electric, Inc. 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:

Jaime Vargas  
All Assured Electric  
P.O. Box 3684  
Pasco, WA 99302  
Business Phone: (509) 545-0103  
Contact Email: Jaime@allassured.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**

**ALL ASSURED ELECTRIC**

\_\_\_\_\_  
Cynthia D. Johnson, City Manager

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jaime Vargas

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas O. Lampson, City Attorney

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, the City of Richland, Benton County, Washington, a municipal corporation, hereinafter designated as the "City" has entered into the City Authorized Contractor Agreement with the Contractor identified below, hereinafter designated as the "Contractor", providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Resource Management office and by this reference is made part hereof.

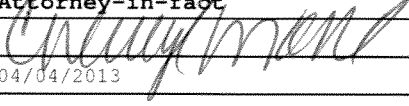
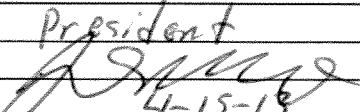
NOW, THEREFORE, We, the undersigned Contractor, as principal, and undersigned Surety, a corporation organized and existing under and by virtue of the laws of the State identified below, and duly authorized to do a Surety business in the State of Washington, as Surety, are held and firmly bound unto the 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:		0557460	
Surety Name:		The Cincinnati Insurance Company	
Surety Mailing Address:		PO BOX 145496, FAIRFIELD, OH 45250-5496	
Surety Phone Number:		513-870-2000	
Date this Performance Bond Effective:		04/04/2013	
Date this Performance Bond Expires:		Date:	Or <input checked="" type="checkbox"/> Continuous Until Cancelled
State Surety Organized and Existing:		Ohio	
Surety Officer Name (Print):		Cheryl Moore	
Surety Officer Title:		<b>Attorney-in-fact</b>	
Surety Officer Signature:			
Surety Officer Endorsement Date:		04/04/2013	
City Authorized Contractor Name:		All Assured Heating, Cooling, Air Conditioning. &	
Contractor Mailing Address:		PO BOX 3684, PASCO, WA 99302-3684	
Contractor Phone Number:		509-521-3334	
Contractor Officer (Print):			
Contractor Officer Title:		President	
Contractor Officer Signature:			
Contractor Officer Endorsement Date:		4-15-13	

**Space Above for Surety Seal**

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

0557460

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Cheryl Moore

of Richland, WA its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:  
Any such obligations in the United States,

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by 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 WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Thomas H. Kelly*

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 4th day of April 2013



*Gregory J. Schlemmer*

Secretary



ALLASSU-01

CMOORE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2013

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**

Richland Office  
PayneWest Insurance, Inc.  
390 Bradley Blvd.  
Richland, WA 99352

**CONTACT****NAME:**

PHONE (A/C No. Ext): (509) 946-6161

FAX (A/C No.): (509) 946-0715

**E-MAIL****ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A: The Cincinnati Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

ALL ASSURED HTG CLG A/C & ELEC  
PO Box 3684  
Pasco, WA 99301

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE, FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	EPP0167956	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> WA Stop Gap					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Addl Insured					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		EPP0167956	4-11-13	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)  
City of Richland is included as an Additional Insured.

**CERTIFICATE HOLDER**

City of Richland  
505 Swift Blvd  
Richland, WA 99352

**CANCELLATION**

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**

*Chris Moore*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

##### Coverage:

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#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000  
Aggregate Limit: \$ 3,000,000  
Deductible: \$ 1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

- Bail bonds: \$ 1,000
- Loss of earnings: \$ 350

##### 5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ \_\_\_\_\_

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$ _____
TOTAL ANNUAL PREMIUM			\$ _____

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) **Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

b. **Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. **Limits of Insurance**

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B, **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

(1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- (2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

**5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

- (1) The following definitions are added:

**1. "Administration" means:**

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

## 2. Unintentional Failure to Disclose Hazards

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. SECTION 1 - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, other than I. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
  - a) Wear and tear;
  - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - c) Smog;
  - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or

- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;

- 2) Water that backs up or overflows from a sewer, drain or sump;

- 3) Water under the ground surface pressing on, or flowing or seeping through:

- a) Foundations, walls, floors or paved surfaces;

- b) Basements, whether paved or not; or

- c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or

- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

- 2) The interior of any building or structure, or to personal property in the building or structure



caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. Limits of Insurance, 3. Damage to Premises Rented to You of this endorsement.

**4. Supplementary Payments**

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. Limits of Insurance, 4.a. Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. Limits of Insurance, 4.b. Loss of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. Limits of Insurance, 5. Medical Payments of this endorsement.

**6. Voluntary Property Damage and Care, Custody or Control Liability Coverage**

**a. Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

**b. Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.**

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

**b. Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**7. 180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**8. Waiver of Subrogation**

Waiver

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**9. Automatic Additional Insured - Specified Relationships**

**a. The following is hereby added to SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after

Additional Insured

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrences" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:

- a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b) Any express warranty unauthorized by you;

- c) Any physical or chemical change in the product made intentionally by the vendor;

- d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- 2) This insurance does not apply to any insured person or organization:

- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or  
containing such  
products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - 2) The construction, erection, or removal of elevators; or
  - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
  - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, employees or any other representative of the additional insured; or
  - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
    - 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

**11. Conformance to Specific Written Contract or Agreement**

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or

- b. Include coverage for completed operations; or

- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

Primary  
Noncontrib

Completed  
Ops

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

**10. Broadened Contractual Liability - Work Within 50' of Railroad Property**

It is hereby agreed that Paragraph 1.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

**11. Property Damage to Borrowed Equipment**

- a. The following is hereby added to Exclusion j. Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance,

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**12. Employees as Insureds - Specified Health Care Services**

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
  - b. Emergency Medical Technicians; or
  - c. Paramedics,
- in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

**13. Broadened Notice of Occurrence**

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C19

Key Element: Key 2 - Infrastructure & Facilities

Subject: AWARD OF BID FOR THE STEVENS DRIVE ELECTRICAL IMPROVEMENTS

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

### Recommended Motion:

Authorize the City Manager to sign and execute a Contract with Goodman & Mehlenbacher Enterprises, Inc. in the amount of \$575,407.23 for the Stevens Drive Electrical Improvements Project and authorize staff to make the appropriate budget adjustments.

### Summary:

The Stevens Drive Electrical Improvements project was programmed and authorized as part of the 2012-2017 Capital Improvement Plan (CIP). The project is included in 2013, 2014, and 2015 Existing Renewal and Replacement – Power Operations.

The project has been accelerated to replace 5 aging primary underground power lines from the Stevens Drive Substation north towards Catskill prior to Public Works resurfacing the roadway. The project will increase the overall reliability of the underground infrastructure in the area by installing new conduits, vaults and underground cables. It will help reduce the City's exposure to failing underground cables and be completed prior to resurfacing.

An overlay of Stevens Drive was programmed and authorized as part of the 2013-2017 CIP. Public Works is participating in resurfacing the inside portion of the northbound lanes which are not effected by the electrical improvements. The southbound lanes will be resurfaced next year and the abandoned Energy Services vault lids will be removed.

Two bids were received on June 10, 2013, with a low bid of \$575,407.23 and a high bid of \$620,929.90. Engineer's estimate for the project was \$551,176.70. The project design was completed by Public Works Engineering staff in coordination with Energy Services Engineering staff. Project construction will begin on July 8, 2013 and be completed by the end of August 2013.

### Fiscal Impact?

☒ Yes ☐ No

Funding for the Electrical portion of this project is proposed in Resolution 42-13 being presented to Council tonight. This resolution will provide \$975,000 in funding. Funding for the Overlay portion of the work was previously approved by Council in the 2013 CIP on page 83. There is currently \$1,243,800.44 available in the overlay budget.

### Attachments:

- 1) Stevens Drive Electrical Improvements - Bid Tab
- 2) Stevens Drive Electrical Improvements - Budget Summary
- 3) Stevens Drive Electrical Improvements - Vicinity Map
- 4) Sealed Bid Attachment for BID AWARDS

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:11:07 GMT-0700 2013



# City of Richland

DATE BIDS OPENED: June 10, 2013	SB # 13-27 PW
Stevens Energy Services Improvements	

				ENGINEER'S ESTIMATE		G.A.M.E., INC. KENNEWICK, WA		ROTSCHY INC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - ENERGY SERVICES								
A1	Mobilization.	1	LS	20,039.00	20,039.00	18,700.00	18,700.00	36,288.27	36,288.27
A2	SPCC plan.	1	LS	500.00	500.00	1,000.00	1,000.00	1,692.00	1,692.00
A3	Site restoration.	1	LS	1,000.00	1,000.00	1,200.00	1,200.00	1,197.00	1,197.00
A4	Signal induction loop - (6 x 6).	2	EA	1,400.00	2,800.00	990.00	1,980.00	945.00	1,890.00
A5	Signal induction loop - (6 x 12).	1	EA	1,800.00	1,800.00	1,265.00	1,265.00	1,207.00	1,207.00
A6	Project temporary traffic control.	1	LS	5,000.00	5,000.00	13,450.00	13,450.00	1,700.00	1,700.00
A7	Planing bituminous pavement (4 in.).	2,870	SY	3.00	8,610.00	4.29	12,312.30	3.00	8,610.00
A8	Planing bituminous pavement (6 in.).	2,289	SY	4.00	9,156.00	4.29	9,819.81	3.00	6,867.00
A9	Roadway excavation including haul.	541	CY	10.00	5,410.00	22.00	11,902.00	31.50	17,041.50
A10	HMA Cl. 1/2 in. Pg 64-28.	735	TON	89.00	65,415.00	80.19	58,939.65	83.00	61,005.00
A11	Crushed surfacing top course.	350	CY	37.00	12,950.00	46.86	16,401.00	42.40	14,840.00
A12	Crushed planing course.	700	CY	15.00	10,500.00	26.95	18,865.00	24.40	17,080.00
A13	Cement concrete traffic curb & gutter.	130	LF	22.00	2,860.00	37.40	4,862.00	42.50	5,525.00
A14	Cement concrete sidewalk.	72	SY	38.00	2,736.00	59.50	4,284.00	112.00	8,064.00
A15	Power conduit 6" diameter PVC, deep sockets.	16,767	LF	5.50	92,218.50	3.00	50,301.00	3.35	56,169.45
A16	Connect to existing non-energized vault.	4	EA	350.00	1,400.00	115.00	460.00	1,380.00	5,520.00
A17	Power vault v19 (rectangle lid cover).	4	EA	3,000.00	12,000.00	3,335.00	13,340.00	4,100.00	16,400.00
A18	Power vault v19 (round lid cover).	16	EA	3,000.00	48,000.00	3,680.00	58,880.00	4,000.00	64,000.00
A19	Power vault v21 (round lid cover).	6	EA	3,500.00	21,000.00	3,880.00	23,280.00	4,100.00	24,600.00
A20	Electrical trench (1-conduit).	413	LF	4.00	1,652.00	13.62	5,625.06	16.70	6,897.10
A21	Electrical trench (2-conduits).	128	LF	6.00	768.00	13.62	1,743.36	19.00	2,432.00
A22	Electrical trench (4-conduits).	1,322	LF	12.00	15,864.00	13.62	18,005.64	26.60	35,165.20
A23	Electrical trench (6-conduits).	1,850	LF	20.00	37,000.00	13.62	25,197.00	32.80	60,680.00
A24	Imported pipe zone bedding.	16,767	LF	1.50	25,150.50	1.45	24,312.15	0.10	1,676.70
A25	Trench safety.	3,713	LF	3.00	11,139.00	1.00	3,713.00	1.00	3,713.00
A26	Underground utility crossings - marked & unmarked.	35	EA	150.00	5,250.00	1.00	35.00	130.00	4,550.00
A27	Temporary pavement markings.	3,000	LF	0.20	600.00	0.15	450.00	0.90	2,700.00
A28	Additional backfill material.	489	CY	15.00	7,335.00	21.40	10,464.60	16.40	8,019.60
SCHEDULE A - ENERGY SERVICES SUBTOTAL					\$428,153.00		\$410,787.57		\$475,529.82
8.3% SALES TAX					35,536.70		34,095.37		39,468.98
SCHEDULE A - ENERGY SERVICES TOTAL					\$463,689.70		\$444,882.94		\$514,998.80
	SCHEDULE B - PUBLIC WORKS								
B1	Mobilization.	1	LS	4,028.00	4,028.00	13,000.00	13,000.00	1,000.00	1,000.00
B2	Site restoration.	1	LS	1,000.00	1,000.00	15,000.00	15,000.00	202.00	202.00
B3	Signal induction loop - (6 x 12) .	1	EA	1,800.00	1,800.00	1,265.00	1,265.00	1,200.00	1,200.00

				ENGINEER'S ESTIMATE		G.A.M.E., INC. KENNEWICK, WA		ROTSCHY INC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B4	Planing bituminous pavement (1.5 in.).	325	SY	2.00	650.00	4.29	1,394.25	3.00	975.00
B5	Planing bituminous pavement (6 in.).	2,096	SY	4.00	8,384.00	4.29	8,991.84	3.00	6,288.00
B6	Roadway excavation including haul.	349	CY	10.00	3,490.00	22.00	7,678.00	31.50	10,993.50
B7	HMA Cl. 1/2 in. Pg 64-28.	395	TON	89.00	35,155.00	80.19	31,675.05	83.00	32,785.00
B8	Crushed surfacing top course.	175	CY	37.00	6,475.00	46.86	8,200.50	42.40	7,420.00
B9	Crushed planing course.	349	CY	15.00	5,235.00	26.95	9,405.55	24.40	8,515.60
B10	Manhole 60" diameter type - shallow storm.	1	EA	3,000.00	3,000.00	3,006.00	3,006.00	3,600.00	3,600.00
B11	Solid wall PVC storm sewer pipe 12" diameter.	5	LF	40.00	200.00	99.00	495.00	70.00	350.00
B12	Catch basin frame & grate.	2	EA	500.00	1,000.00	314.00	628.00	340.00	680.00
B13	Cement concrete traffic curb & gutter.	314	LF	30.00	9,420.00	37.40	11,743.60	43.00	13,502.00
B14	Cement concrete sidewalk.	140	SY	34.00	4,760.00	59.50	8,330.00	98.00	13,720.00
B15	Cement concrete driveway.	5	SY	38.00	190.00	81.50	407.50	644.00	3,220.00
B16	Remove & replace j-box.	1	EA	450.00	450.00	1,006.00	1,006.00	480.00	480.00
B17	Adjust junction box.	2	EA	250.00	500.00	399.00	798.00	150.00	300.00
B18	Adjust manhole.	5	EA	350.00	1,750.00	1,500.00	7,500.00	140.00	700.00
SCHEDULE B - PUBLIC WORKS SUBTOTAL					<b>\$87,487.00</b>	<b>\$130,524.29</b>		<b>\$105,931.10</b>	
0% SALES TAX					-	-		-	
SCHEDULE B - PUBLIC WORKS TOTAL					<b>\$87,487.00</b>	<b>\$130,524.29</b>		<b>\$105,931.10</b>	
SCHEDULE A - ENERGY SERVICES					<b>\$463,689.70</b>	<b>\$444,882.94</b>		<b>\$514,998.80</b>	
SCHEDULE B - PUBLIC WORKS					<b>87,487.00</b>	<b>130,524.29</b>		<b>105,931.10</b>	
GRAND TOTAL					<b>\$551,176.70</b>	<b>\$575,407.23</b>		<b>\$620,929.90</b>	

# STEVENS DRIVE ELECTRICAL IMPROVEMENTS

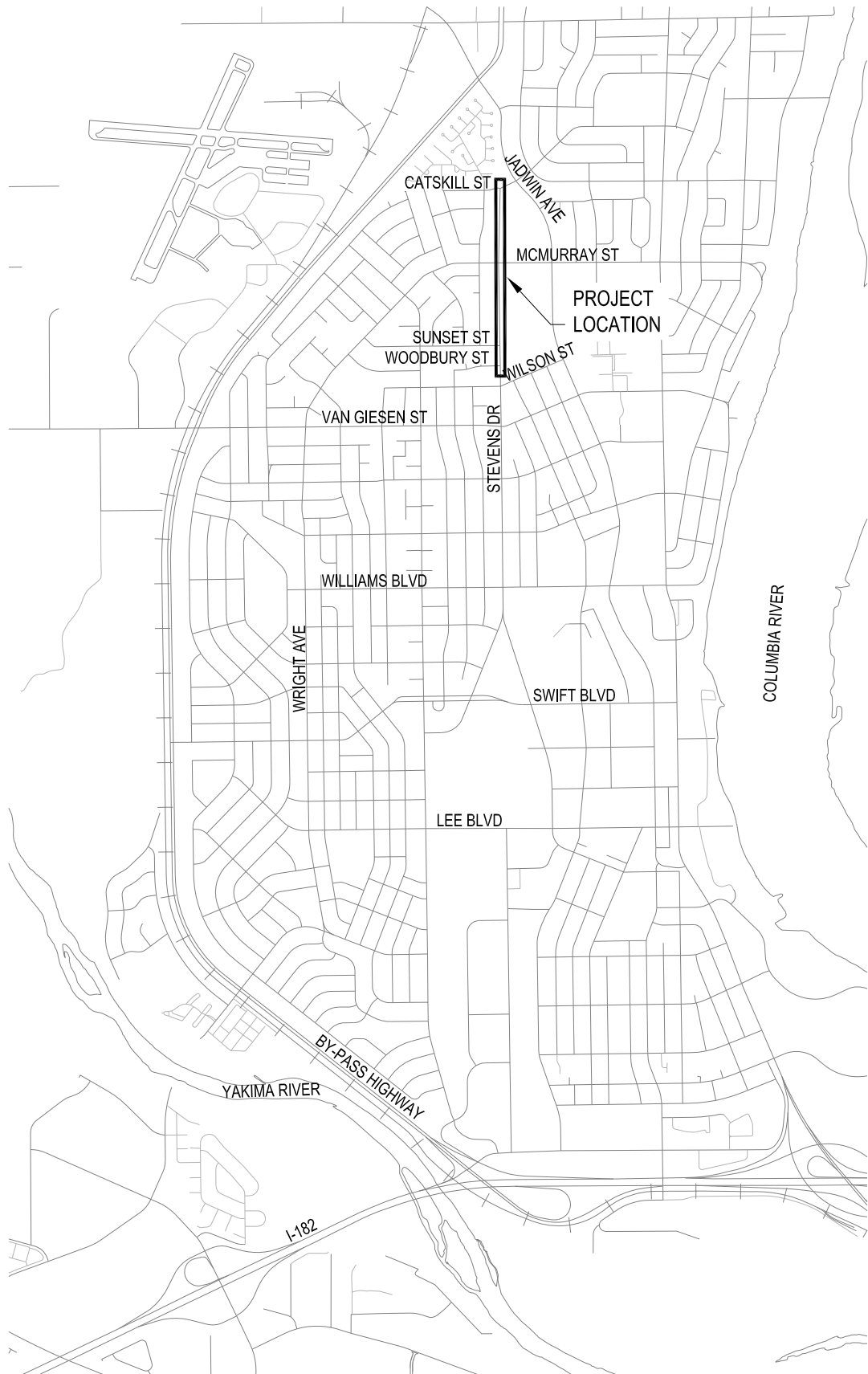
## BUDGET SUMMARY

### PROJECT EXPENSES ARE ESTIMATED AS FOLLOWS:

DESIGN & CNST MGMT - PW ENG	\$	35,000.00
STRIPING - STREETS		3,000.00
CONSTRUCTION CONTRACT		575,407.23
10% CONTINGENCY		<u>57,540.72</u>
<b>TOTAL PROJECT FUNDING</b>	<b>\$</b>	<b><u><u>670,947.95</u></u></b>

### PROJECT FUNDING IS PROPOSED AS FOLLOWS:

ENERGY SERVICE FUNDS	\$	516,431.90	<i>Res. 42-13 \$975,000 available</i>
CITY-WIDE OVERLAY FUNDS		<u>154,516.05</u>	<i>2013 CIP pg 82</i>
<b>TOTAL PROJECT COSTS</b>	<b>\$</b>	<b><u><u>670,947.95</u></u></b>	



DATE: May 24, 2013  
DRAWN BY: LD  
SCALE: Not to Scale  
CAD DWG: stevens\_dr\_es imprmts\_cover

## Stevens Drive Electrical Improvements

Vicinity Map  
Contract # SB 13-27

## **Sealed Bids**

Per State of Washington public works bid laws (RCW 39) and Richland Municipal Code (RMC 3.04.110) all bids for public works projects where the cost is greater than \$50,000 and \$65,000 in the year 2010 or thereafter, or more shall be submitted to and approved by City Council. The bidding process for these projects shall adhere to the following formal contract procedure;

- Preparation -The contract document shall be prepared by the authorizing department requiring the work under the supervision and approved as to form by the City Attorney.
- Advertising -Calls for bids shall be published in the official newspaper of the City by the Purchasing Department or the authorizing department.
- Bonding - Each bidder shall make a deposit in an amount equal to not less than 5% of the total bid or provide a 5% bid bond. The successful bidder shall furnish a payment and performance bond in an amount equal to the total amount of the contract.
- Bid Opening - Bids shall be submitted sealed to the Purchasing Department and opened in public by the Purchasing Department. The Purchasing Department or the authorizing department shall make a tabulation of all bids. The authorizing department will make formal recommendation.
- Award or Rejection - A staff report with the recommendation of award to the lowest responsible bidder together with the tabulation of bids received shall be forwarded to City Council for approval or rejection. Upon approval by the City Council, the authorizing department shall award the bid to the lowest responsible bidder. Council may, by resolution, reject any and all bids.
- Execution - All such contracts shall be executed by the City Manager.
- Filing - All public works contracts meeting the criteria described above will be filed with the City Clerk.



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C20

Key Element: Key 2 - Infrastructure & Facilities

Subject: AWARD OF BID FOR THE 2013 SAINT STREET / SPENGLER STREET IMPROVEMENTS PROJECT

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

### Recommended Motion:

Authorize City Manager to sign a contract with Inland Asphalt Co. for the 2013 Saint Street / Spengler Street Improvements project for \$841,457.48 to include the base bid and bid alternatives 1, 2, 3, and 5, and make the appropriate budget adjustments.

### Summary:

Saint Street and Spengler Streets between George Washington Way and Stevens Drive are relatively heavy traffic arterial streets that have not been resurfaced for many years. Originally upgraded in the early to mid 1960's via L.I.D.s the streets are currently in fairly poor condition with multiple street cracks and various settled areas. These two streets were identified in the 2013 - 2017 Capital Improvement Plan (CIP) for resurfacing.

The improvements proposed for Saint Street include the following: Removal of existing asphalt and replacement with 3" thick asphalt, new ADA ramps at each intersection, miscellaneous repairs to curbs, gutters, sidewalks and storm drainage infrastructure, and new water service pipelines for 38 homes.

The improvements proposed for Spengler Street include the following: Removing pavement near the gutter, resurfacing with 2" of new asphalt, miscellaneous curb, gutter, sidewalk and storm drainage infrastructure, ADA ramps at public streets, and new driveway entrances to roadways into the Richland Mobile Home Park.

As a budget management tool staff prepared five bid alternatives, the following four of which are recommended for award: Alternative #1 - Spengler Street infill sidewalk across undeveloped frontage near the Washington Square Apartments; and Alternative #2: Spengler Street infill sidewalk along the developed frontage of the Stevens Center; and Alternative #3: Saint Street streetlight conduit; and Alternative #5: Hauling asphalt grindings to landfill. Staff does not recommend award of bid alternative #4 because staff has identified a lower cost alternative to complete this work.

Two bids were opened on June 10, 2013 with a high bid of \$890,931.91 and a low bid of \$841,457.48, when considering the recommended alternatives. The Engineer's estimate for the base bid was \$700,951.73.

Construction will start early in July with Spengler Street completed by late August. Saint Street will be completed by late fall.

### Fiscal Impact?

☒ Yes ☐ No

Funding for the overlay was approved by Council in the 2013 CIP (page 83), with a current available balance of \$1,243,800. Staff recommends transferring \$70,000 from the Water Plant Pumping & Storage program (CIP page 140, \$634,587 available) to the Water Distribution System Renewal / Replacement program (CIP page 138) to fund the water work. The Energy Services costs will be paid from Expert Services funds in the Power Operations division with a current balance of \$1,906,155.46. A Budget Summary is attached.

### Attachments:

- 1) 2013 Saint St & Spengler St Improvements - Bid Tab
- 2) 2013 Saint St & Spengler St Improvements - Budget Summary
- 3) 2013 Saint St & Spengler St Improvements - Vicinity Map
- 4) Sealed Bid Attachment for BID AWARDS

City Manager Approved:

Johnson, Cindy  
Jun 12, 16:09:35 GMT-0700 2013

# City of Richland

DATE BIDS OPENED: June 10, 2013	SB # 13-16 PW
2013 Saint Street & Spengler Street Improvements	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		INLAND ASPHALT CO RICHLAND, WA		GRANITE CONST CO TRI-CITIES, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	<b>SCHEDULE A - SAINT STREET OVERLAY BASE BID</b>								
A-1	Mobilization.	1	LS	12,500.00	12,500.00	40,000.00	40,000.00	19,000.00	19,000.00
A-2	SPCC plan.	1	LS	500.00	500.00	500.00	500.00	250.00	250.00
A-3	ESC lead.	1	LS	500.00	500.00	500.00	500.00	500.00	500.00
A-4	Clearing & grubbing.	1	LS	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
A-5	Removal of structure & obstruction.	1	LS	5,000.00	5,000.00	9,500.00	9,500.00	15,950.00	15,950.00
A-6	Site restoration.	1	LS	12,000.00	12,000.00	4,895.00	4,895.00	5,650.00	5,650.00
A-7	Tree trimming.	1	LS	1,500.00	1,500.00	750.00	750.00	1,500.00	1,500.00
A-8	Grinding, including Haul (assume 3" thick).	1,000	CY	25.00	25,000.00	28.00	28,000.00	29.90	29,900.00
A-9	Crushed surfacing top course (1" thick).	660	TON	25.00	16,500.00	28.00	18,480.00	36.90	24,354.00
A-10	HMA CL 1/2" Pg 64-28 (3" thick).	2,065	TON	82.00	169,330.00	78.00	161,070.00	79.70	164,580.50
A-11	Asphalt patching - (2" HMA & 4" CSTC) - for driveways.	25	SY	30.00	750.00	75.00	1,875.00	48.25	1,206.25
A-12	Cement concrete traffic curb & gutter.	690	LF	25.00	17,250.00	16.00	11,040.00	27.15	18,733.50
A-13	Cement concrete valley gutter (24" wide).	96	LF	38.00	3,648.00	25.00	2,400.00	39.95	3,835.20
A-14	Cement concrete sidewalk ramp (Type 2A).	18	EA	1,500.00	27,000.00	1,230.00	22,140.00	1,475.00	26,550.00
A-15	Cement concrete sidewalk 4" thick.	477	SY	35.00	16,695.00	63.50	30,289.50	53.00	25,281.00
A-16	Cement concrete sidewalk 6" thick (for driveways).	7	SY	55.00	385.00	90.00	630.00	78.50	549.50
A-17	Solid wall PVC storm sewer pipe 12" diameter.	38	LF	35.00	1,330.00	43.00	1,634.00	43.65	1,658.70
A-18	Solid wall PVC storm sewer pipe 18" diameter.	10	LF	55.00	550.00	130.00	1,300.00	132.00	1,320.00
A-19	Testing storm sewer pipe.	48	LF	2.00	96.00	15.00	720.00	15.25	732.00
A-20	Connection to existing storm drain pipe (18").	1	EA	750.00	750.00	690.00	690.00	700.50	700.50
A-21	Imported pipe zone bedding.	48	LF	2.00	96.00	10.00	480.00	10.15	487.20
A-22	Trench safety.	48	LF	2.00	96.00	10.00	480.00	10.15	487.20
A-23	Underground utility crossing marked & unmarked.	1	EA	100.00	100.00	500.00	500.00	508.00	508.00
A-24	Dig & verify.	2	EA	150.00	300.00	500.00	1,000.00	508.00	1,016.00
A-25	Catch basin Type City.	2	EA	1,200.00	2,400.00	1,200.00	2,400.00	1,220.00	2,440.00
A-26	Storm drain manhole - cast in place.	1	EA	2,000.00	2,000.00	2,042.00	2,042.00	2,073.00	2,073.00
A-27	Storm drain manhole - cast in place w/ CB lid.	1	EA	2,000.00	2,000.00	2,042.00	2,042.00	2,073.00	2,073.00
A-28	Temporary pavement striping.	200	LF	1.50	300.00	0.50	100.00	0.50	100.00
A-29	Project temporary traffic control.	1	LS	8,000.00	8,000.00	18,750.00	18,750.00	10,000.00	10,000.00
A-30	Flaggers & spotters.	150	HR	45.00	6,750.00	40.00	6,000.00	45.00	6,750.00
A-31	Sewer manhole ring and lid.	3	EA	300.00	900.00	550.00	1,650.00	395.00	1,185.00
A-32	Monument case & cover.	7	EA	250.00	1,750.00	500.00	3,500.00	280.00	1,960.00
A-33	Structural earth wall (split face block).	140	SF	25.00	3,500.00	25.00	3,500.00	11.75	1,645.00
A-34	Remove existing catch basin.	3	EA	300.00	900.00	200.00	600.00	205.00	615.00
<b>SCHEDULE A - SAINT STREET OVERLAY BASE BID SUBTOTAL</b>					<b>\$342,876.00</b>		<b>\$381,957.50</b>		<b>\$376,090.55</b>
<b>0% SALES TAX</b>					<b>-</b>		<b>-</b>		<b>-</b>
<b>SCHEDULE A - SAINT STREET OVERLAY BASE BID TOTAL</b>					<b>\$342,876.00</b>		<b>\$381,957.50</b>		<b>\$376,090.55</b>

				ENGINEER'S ESTIMATE		INLAND ASPHALT CO RICHLAND, WA		GRANITE CONST CO TRI-CITIES, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	<b>SCHEDULE B - SPENGLER ST. OVERLAY BASE BID</b>								
B-1	Mobilization.	1	LS	5,000.00	5,000.00	20,000.00	20,000.00	20,940.00	20,940.00
B-2	Clearing & grubbing.	1	LS	2,500.00	2,500.00	2,000.00	2,000.00	2,955.00	2,955.00
B-3	Removal of structure & obstruction.	1	LS	5,000.00	5,000.00	8,500.00	8,500.00	15,185.00	15,185.00
B-4	Site restoration.	1	LS	7,500.00	7,500.00	5,250.00	5,250.00	8,335.00	8,335.00
B-5	Tree trimming.	1	LS	1,500.00	1,500.00	750.00	750.00	1,895.00	1,895.00
B-6	Planing bituminous pavement. (0" to 2") 'gutter grind'.	3,440	SY	4.00	13,760.00	6.00	20,640.00	4.80	16,512.00
B-7	HMA for pre-leveling CL. 3/8" Pg 64-28. (1/2" thick).	335	TON	90.00	30,150.00	95.00	31,825.00	110.00	36,850.00
B-8	HMA CL 1/2" Pg 64-28 (1 1/2" thick).	1,000	TON	82.00	82,000.00	82.00	82,000.00	80.25	80,250.00
B-9	Asphalt patching (3" HMA, 3" CSTC & 6" CSBC).	399	SY	32.00	12,768.00	28.25	11,271.75	33.25	13,266.75
B-10	Asphalt patching - (2" HMA & 4" CSTC) - for driveways.	320	SY	30.00	9,600.00	24.80	7,936.00	45.50	14,560.00
B-11	Asphalt patching - (2" HMA & 4" CSTC) - for Carriage Avenue.	196	LF	25.00	4,900.00	24.80	4,860.80	30.25	5,929.00
B-12	Cement concrete traffic curb & gutter.	1,022	LF	25.00	25,550.00	15.00	15,330.00	24.70	25,243.40
B-13	Cement concrete valley gutter (18" wide).	6	LF	75.00	450.00	75.00	450.00	95.50	573.00
B-14	Cement concrete sidewalk ramp (Type 2A).	2	EA	1,500.00	3,000.00	1,230.00	2,460.00	1,485.00	2,970.00
B-15	Cement concrete sidewalk ramp (Type 4A).	5	EA	1,000.00	5,000.00	1,230.00	6,150.00	1,485.00	7,425.00
B-16	Cement concrete sidewalk 4" thick.	403	SY	35.00	14,105.00	63.45	25,570.35	53.60	21,600.80
B-17	Cement concrete sidewalk 6" thick (for driveways).	182	SY	55.00	10,010.00	72.95	13,276.90	64.50	11,739.00
B-18	Solid wall PVC storm sewer pipe 12" diameter.	662	LF	35.00	23,170.00	21.00	13,902.00	21.35	14,133.70
B-19	Testing storm sewer pipe.	403	LF	2.00	806.00	4.00	1,612.00	4.10	1,652.30
B-20	Imported pipe zone bedding.	403	LF	2.00	806.00	3.00	1,209.00	3.05	1,229.15
B-21	Trench safety.	403	LF	2.00	806.00	1.00	403.00	1.05	423.15
B-22	Underground utility crossing marked & unmarked.	1	EA	100.00	100.00	500.00	500.00	510.00	510.00
B-23	Dig & verify.	4	EA	150.00	600.00	500.00	2,000.00	510.00	2,040.00
B-24	Catch basin Type City.	2	EA	1,200.00	2,400.00	1,200.00	2,400.00	1,220.00	2,440.00
B-25	Storm drain manhole - cast in place.	1	EA	2,000.00	2,000.00	2,042.00	2,042.00	2,073.00	2,073.00
B-26	Storm drain manhole - shallow.	2	EA	2,000.00	4,000.00	2,042.00	4,084.00	2,073.00	4,146.00
B-27	Storm drain manhole w/ CB lid.	1	EA	2,000.00	2,000.00	2,042.00	2,042.00	2,073.00	2,073.00
B-28	Connect to existing storm structure.	2	EA	750.00	1,500.00	400.00	800.00	410.00	820.00
B-29	Temporary pavement striping.	200	LF	1.50	300.00	0.50	100.00	0.50	100.00
B-30	Project temporary traffic control.	1	LS	8,000.00	8,000.00	18,750.00	18,750.00	10,000.00	10,000.00
B-31	Flaggers & spotters.	160	HR	45.00	7,200.00	40.00	6,400.00	50.00	8,000.00
B-32	Monument case & cover.	2	EA	300.00	600.00	500.00	1,000.00	280.00	560.00
B-33	Remove existing catch basin.	16	EA	400.00	6,400.00	200.00	3,200.00	235.00	3,760.00
B-34	Surface mounted truncated dome.	3	EA	350.00	1,050.00	450.00	1,350.00	525.00	1,575.00
B-35	Plug existing storm drain pipe.	18	EA	250.00	4,500.00	100.00	1,800.00	100.00	1,800.00
B-36	Structural earth wall (split face block).	25	SF	25.00	625.00	116.00	2,900.00	110.00	2,750.00
<b>SCHEDULE B - SPENGLER ST. OVERLAY BASE BID SUBTOTAL</b>					<b>\$299,656.00</b>	<b>\$324,764.80</b>		<b>\$346,314.25</b>	
<b>0% SALES TAX</b>					<b>-</b>	<b>-</b>		<b>-</b>	
<b>SCHEDULE B - SPENGLER ST. OVERLAY BASE BID TOTAL</b>					<b>\$299,656.00</b>	<b>\$324,764.80</b>		<b>\$346,314.25</b>	



				ENGINEER'S ESTIMATE		INLAND ASPHALT CO RICHLAND, WA		GRANITE CONST CO TRI-CITIES, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE C-SAINT ST. WATER SERVICE REPLACEMENT								
C-1	Mobilization.	1	LS	10,000.00	10,000.00	1,000.00	1,000.00	1,500.00	1,500.00
C-2	1" street service saddle (8" AC).	2	EA	200.00	400.00	500.00	1,000.00	508.00	1,016.00
C-3	1" street service assembly.	34	EA	100.00	3,400.00	250.00	8,500.00	254.00	8,636.00
C-4	1" street service line (Type K copper).	1,073	LF	10.00	10,730.00	8.00	8,584.00	8.10	8,691.30
C-5	1" meter assembly (standard lid).	29	EA	125.00	3,625.00	300.00	8,700.00	305.00	8,845.00
C-6	1" meter assembly (traffic rated lid).	5	EA	150.00	750.00	400.00	2,000.00	406.00	2,030.00
C-7	1" house service line (Type K copper).	288	LF	10.00	2,880.00	8.00	2,304.00	8.10	2,332.80
C-8	1" house service assembly.	34	EA	75.00	2,550.00	150.00	5,100.00	152.00	5,168.00
C-9	1" irrigation reconnection assembly.	18	EA	50.00	900.00	150.00	2,700.00	152.00	2,736.00
C-10	Cut & cap existing service line.	2	EA	35.00	70.00	100.00	200.00	102.00	204.00
C-11	Underground utility crossings - marked & unmarked.	40	EA	75.00	3,000.00	100.00	4,000.00	102.00	4,080.00
C-12	Dig & verify.	5	EA	150.00	750.00	500.00	2,500.00	510.00	2,550.00
C-13	Fire hydrant assembly.	1	EA	1,250.00	1,250.00	4,132.00	4,132.00	4,195.00	4,195.00
C-14	Water valve lid & top.	10	EA	200.00	2,000.00	450.00	4,500.00	347.00	3,470.00
SCHEDULE C-SAINT ST. WATER SERVICE REPLACEMENT SUBTOTAL					\$42,305.00		\$55,220.00		\$55,454.10
8.3% SALES TAX					3,511.32		4,583.26		4,602.69
SCHEDULE C-SAINT ST. WATER SERVICE REPLACEMENT TOTAL					\$45,816.32		\$59,803.26		\$60,056.79
SCHEDULE D - COR ENERGY SERVICE									
D-1	Mobilization.	1	LS	5,000.00	5,000.00	500.00	500.00	1,885.00	1,885.00
D-2	PVC electrical conduit, 3".	1,175	LF	5.50	6,462.50	7.60	8,930.00	7.60	8,930.00
D-3	PVC conduit cap, 3".	5	EA	35.00	175.00	25.00	125.00	25.00	125.00
SCHEDULE D - COR ENERGY SERVICE SUBTOTAL					\$11,637.50		\$9,555.00		\$10,940.00
8.3% SALES TAX					965.91		793.07		908.02
SCHEDULE D - COR ENERGY SERVICE TOTAL					\$12,603.41		\$10,348.07		\$11,848.02
ALTERNATIVE 1-SPENGER ST. ADDITIONAL SIDEWALK (EAST)									
A1-1	Mobilization.	1	LS	1,500.00	1,500.00	2,500.00	2,500.00	2,255.00	2,255.00
A1-2	Site restoration.	1	LS	1,500.00	1,500.00	4,500.00	4,500.00	2,863.10	2,863.10
A1-3	Project temporary traffic control.	1	LS	1,200.00	1,200.00	10.00	10.00	575.00	575.00
A1-4	Clearing & grubbing.	1	LS	2,500.00	2,500.00	1,500.00	1,500.00	9,150.00	9,150.00
A1-5	Cement concrete traffic curb & gutter.	61	LF	25.00	1,525.00	14.00	854.00	23.30	1,421.30
A1-6	Cement concrete sidewalk 4" thick.	148	SY	35.00	5,180.00	37.50	5,550.00	64.80	9,590.40
A1-7	Cement concrete sidewalk 6" thick (for driveways).	39	SY	55.00	2,145.00	66.15	2,579.85	75.90	2,960.10
A1-8	Asphalt patching (2" HMA & 4" CSTC) driveways.	66	SY	30.00	1,980.00	50.00	3,300.00	52.00	3,432.00
ALTERNATIVE 1-SPENGER ST. ADDITIONAL SIDEWALK (EAST) SUBTOTAL					\$17,530.00		\$20,793.85		\$32,246.90
0% SALES TAX					-		-		-
ALTERNATIVE 1-SPENGER ST. ADDITIONAL SIDEWALK (EAST) TOTAL					\$17,530.00		\$20,793.85		\$32,246.90

				ENGINEER'S ESTIMATE		INLAND ASPHALT CO RICHLAND, WA		GRANITE CONST CO TRI-CITIES, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ALTERNATIVE 2-SPENGER ST. ADDITIONAL SIDEWALK (WEST)									
A2-1	Mobilization.	1	LS	1,500.00	1,500.00	2,300.00	2,300.00	2,250.00	2,250.00
A2-2	Site restoration.	1	LS	1,500.00	1,500.00	2,500.00	2,500.00	2,550.00	2,550.00
A2-3	Project temporary traffic control.	1	LS	1,200.00	1,200.00	10.00	10.00	575.00	575.00
A2-4	Clearing & grubbing.	1	LS	2,500.00	2,500.00	1,500.00	1,500.00	9,150.00	9,150.00
A2-5	Structural earth wall (split face block).	284	SF	25.00	7,100.00	15.00	4,260.00	17.75	5,041.00
A2-6	Cement concrete traffic curb & gutter.	0	LF	25.00	-	-	-	-	-
A2-7	Cement concrete sidewalk 4" thick.	224	SY	35.00	7,840.00	45.00	10,080.00	59.80	13,395.20
A2-8	Cement concrete sidewalk 6" thick (for driveways).	17	SY	55.00	935.00	65.00	1,105.00	70.85	1,204.45
A2-9	Asphalt patching (2" HMA & 4" CSTC) driveways.	7	SY	30.00	210.00	75.00	525.00	169.25	1,184.75
ALTERNATIVE 2-SPENGER ST. ADDITIONAL SIDEWALK (WEST) SUBTOTAL					\$22,785.00	\$22,280.00		\$35,350.40	
0% SALES TAX					-	-		-	
ALTERNATIVE 2-SPENGER ST. ADDITIONAL SIDEWALK (WEST) TOTAL					\$22,785.00	\$22,280.00		\$35,350.40	
ALTERNATIVE 3-SAINT ST. STREETLIGHT CONDUIT									
A3-1	Mobilization.	1	LS	2,500.00	2,500.00	500.00	500.00	3,200.00	3,200.00
A3-2	PVC electrical conduit, 1 1/2".	1,780	LF	4.50	8,010.00	4.50	8,010.00	4.50	8,010.00
A3-3	V3STL vault (street light vault).	7	EA	250.00	1,750.00	1,500.00	10,500.00	1,465.00	10,255.00
ALTERNATIVE 3-SAINT ST. STREETLIGHT CONDUIT SUBTOTAL					\$12,260.00	\$19,010.00		\$21,465.00	
0% SALES TAX					-	-		-	
ALTERNATIVE 3-SAINT ST. STREETLIGHT CONDUIT TOTAL					\$12,260.00	\$19,010.00		\$21,465.00	
ALTERNATIVE 4-SPENGER ST. 2" WATER SERVICE									
A4-1	Mobilization.	1	LS	2,500.00	2,500.00	3,000.00	3,000.00	6,285.00	6,285.00
A4-2	2" street service saddle (14" AC).	1	EA	350.00	350.00	400.00	400.00	406.00	406.00
A4-3	2" street service assembly.	1	EA	150.00	150.00	1,000.00	1,000.00	1,015.25	1,015.25
A4-4	2" street service line (PE).	460	LF	7.50	3,450.00	11.00	5,060.00	11.15	5,129.00
A4-5	2" PE to 1" galvanized transition.	1	EA	50.00	50.00	200.00	200.00	203.00	203.00
A4-6	Underground utility crossings - marked & unmarked.	1	EA	100.00	100.00	500.00	500.00	507.60	507.60
A4-7	Cut & cap existing service line.	2	EA	75.00	150.00	100.00	200.00	101.55	203.10
A4-8	Asphalt patching (3" HMA, 3" CSTC & 6" CSBC).	260	SY	35.00	9,100.00	40.00	10,400.00	35.30	9,178.00
A4-9	Cement concrete sidewalk 4" thick.	3	SY	50.00	150.00	80.00	240.00	55.80	167.40
ALTERNATIVE 4-SPENGER ST. 2" WATER SERVICE SUBTOTAL					\$16,000.00	\$21,000.00		\$23,094.35	
8.3% SALES TAX					1,328.00	1,743.00		1,916.83	
ALTERNATIVE 4-SPENGER ST. 2" WATER SERVICE TOTAL					\$17,328.00	\$22,743.00		\$25,011.18	
ALTERNATIVE 5 - PLANING MATERIAL HAUL									
A5-1	Hauling planing / grinding material for stockpile.	1	LS	4,000.00	4,000.00	2,500.00	2,500.00	7,560.00	7,560.00
ALTERNATIVE 5 - PLANING MATERIAL HAUL SUBTOTAL					\$4,000.00	\$2,500.00		\$7,560.00	
0% SALES TAX					-	-		-	
ALTERNATIVE 5 - PLANING MATERIAL HAUL TOTAL					\$4,000.00	\$2,500.00		\$7,560.00	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		INLAND ASPHALT CO RICHLAND, WA		GRANITE CONST CO TRI-CITIES, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - SAINT STREET OVERLAY BASE BID				\$342,876.00		\$381,957.50		\$376,090.55
	SCHEDULE B - SPENGLER ST. OVERLAY BASE BID				299,656.00		324,764.80		346,314.25
	SCHEDULE C-SAINT ST. WATER SERVICE REPLACEMENT				45,816.32		59,803.26		60,056.79
	SCHEDULE D - COR ENERGY SERVICE				12,603.41		10,348.07		11,848.02
	BASE BID TOTAL				<u>\$700,951.73</u>		<u>\$776,873.63</u>		<u>\$794,309.61</u>
	ALTERNATIVE 1-SPENGER ST. ADDITIONAL SIDEWALK (EAST)				17,530.00		20,793.85		32,246.90
	ALTERNATIVE 2-SPENGER ST. ADDITIONAL SIDEWALK (WEST)				22,785.00		22,280.00		35,350.40
	ALTERNATIVE 3-SAINT ST. STREETLIGHT CONDUIT				12,260.00		19,010.00		21,465.00
	ALTERNATIVE 4-SPENGER ST. 2" WATER SERVICE				<u>17,328.00</u>		<u>22,743.00</u>		<u>25,011.18</u>
	ALTERNATIVE 5 - PLANING MATERIAL HAUL				4,000.00		2,500.00		7,560.00
	BASE BID + ALTERNATES 1, 2, 3 & 5 TOTAL				<u><u>\$757,526.73</u></u>		<u><u>\$841,457.48</u></u>		<u><u>\$890,931.91</u></u>

## 2013 SAINT ST. & SPENGLER ST IMPROVEMENTS BUDGET SUMMARY

### PROJECT EXPENSES ARE ESTIMATED AS FOLLOWS:

DESIGN & CNST MGMT - PW ENG	\$	50,000.00
STRIPING - STREETS		5,000.00
CONSTRUCTION CONTRACT		776,873.63
10% CONTINGENCY		77,687.36
<b>TOTAL PROJECT FUNDING</b>	<b>\$</b>	<b>909,560.99</b>

### PROJECT FUNDING IS PROPOSED AS FOLLOWS:

CITY-WIDE OVERLAY FUNDS	\$	828,394.53	2013 CIP pg 82
WATER FUNDS		69,783.58	2013 CIP pg 138
POWER OPERATIONS FUNDS		11,382.88	\$1,906,155.46 available
<b>TOTAL PROJECT COSTS</b>	<b>\$</b>	<b>909,560.99</b>	

# SAINT & SPENGLER OVERLAY

NORTH RICHLAND

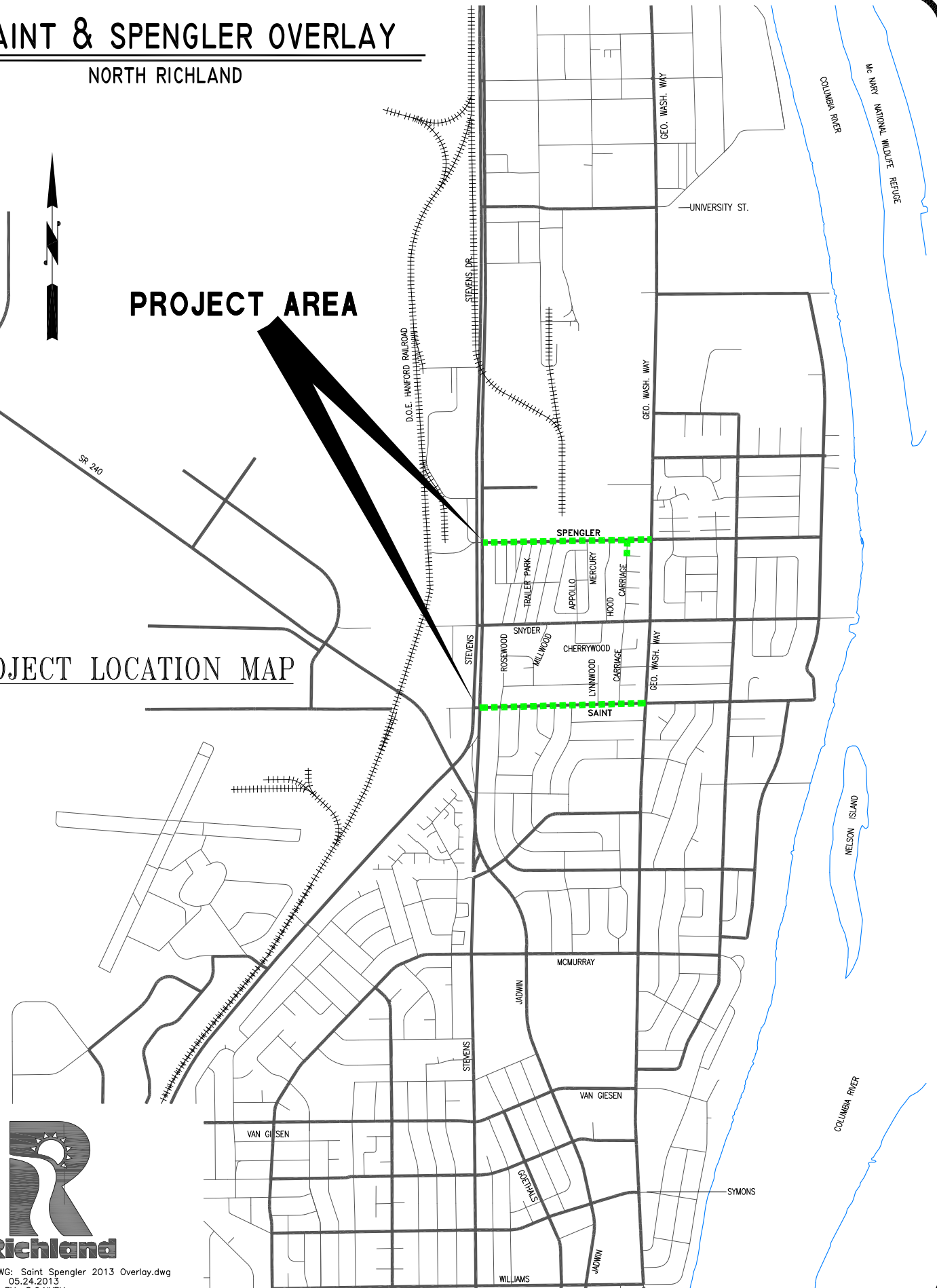
PROJECT AREA

PROJECT LOCATION MAP



**Richland**

CAD DWG: Saint Spengler 2013 Overlay.dwg  
DATE: 05.24.2013  
DRAWN BY: S.C.NYBY  
SCALE: NONE



## **Sealed Bids**

Per State of Washington public works bid laws (RCW 39) and Richland Municipal Code (RMC 3.04.110) all bids for public works projects where the cost is greater than \$50,000 and \$65,000 in the year 2010 or thereafter, or more shall be submitted to and approved by City Council. The bidding process for these projects shall adhere to the following formal contract procedure;

- Preparation -The contract document shall be prepared by the authorizing department requiring the work under the supervision and approved as to form by the City Attorney.
- Advertising -Calls for bids shall be published in the official newspaper of the City by the Purchasing Department or the authorizing department.
- Bonding - Each bidder shall make a deposit in an amount equal to not less than 5% of the total bid or provide a 5% bid bond. The successful bidder shall furnish a payment and performance bond in an amount equal to the total amount of the contract.
- Bid Opening - Bids shall be submitted sealed to the Purchasing Department and opened in public by the Purchasing Department. The Purchasing Department or the authorizing department shall make a tabulation of all bids. The authorizing department will make formal recommendation.
- Award or Rejection - A staff report with the recommendation of award to the lowest responsible bidder together with the tabulation of bids received shall be forwarded to City Council for approval or rejection. Upon approval by the City Council, the authorizing department shall award the bid to the lowest responsible bidder. Council may, by resolution, reject any and all bids.
- Execution - All such contracts shall be executed by the City Manager.
- Filing - All public works contracts meeting the criteria described above will be filed with the City Clerk.



## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Consent Calendar

Agenda Item: C21

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM MAY 27, 2013, THROUGH JUNE 7, 2013, IN THE AMOUNT OF \$8,370,337.54

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from May 27, 2013, through June 7, 2013, in the amount of \$8,370,337.54.

Summary:

Breakdown of Expenditures:

Check Nos.	202143 - 202604	1,704,634.61
Wire Nos.	5352 - 5380	4,487,606.58
Payroll Check Nos.	98979 - 98991	25,692.46
Payroll Wires/ACH	8065 - 8088	2,152,403.89
TOTAL		\$8,370,337.54

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$8,370,337.54. Disbursement (wire transfers) includes Purchase Power Bill of \$2,587,841.00 and scheduled principal and interest bond payments to Bank of New York in the amount of \$1,252,248.61.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing

City Manager Approved:

Johnson, Cindy  
Jun 12, 15:57:07 GMT-0700 2013

VOUCHER LISTING REPORT  
SUMMARY OF WIRE TRANSFERS  
MAY 27, 2013 - JUNE 7, 2013

Payee	Wire Description	Amount
<b>Claim Wires - Wire No. 5352 to 5380</b>		
AW Rehn Insurance	Fire Health Reimbursement Account	19,125.00
Bank of New York	Principal/Interest Bonds	1,252,248.61
Bonneville Power Administration	Purchase Power	2,587,841.00
Conover	Section 125	5,675.89
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,380.00
LEOFF Trust	Fire Health Premiums	62,688.53
PowerPay	Landfill Merchant Service Fees	660.66
Richland Golf Management Corporation	Col. Pt. Operating Reimb 5/13	144,073.24
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	413,913.65
	Total Claim Wire Transfers	\$ 4,487,606.58
<b>Payroll Wires &amp; Direct Deposits (ACH) - Wire No. 8065 to 8088</b>		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,152,403.89
<b>Total Claim &amp; Payroll Wires/ACH</b>		<b>\$ 6,640,010.47</b>





## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>FUND 001 GENERAL FUND</b>					
<b>Division: 001 CITY COUNCIL</b>					
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$7.82
TRI CITY REGIONAL CHAMBER OF COMMERCE		2638	202245	NETWORK TC LUNCH-PL 3/27/13	\$40.00
		4844		NETWORK TC-STATE-O-CITIES PL	\$20.00
<b>CITY COUNCIL TOTAL ****</b>					<b>\$67.82</b>
<b>Division: 100 CITY MANAGER</b>					
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$112.63
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$20.00
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$24.84
TRI CITY REGIONAL CHAMBER OF COMMERCE		4844	202245	NETWORK TC-STATE-O-CITIES CJ	\$20.00
<b>CITY MANAGER TOTAL ****</b>					<b>\$177.47</b>
<b>Division: 101 CITY CLERK</b>					
CITY OF RICHLAND		052313	202522	RECORD ORDINANCE 16-13	\$77.00
		060513		RECORD ORDINANCE 20-13/21-13	\$151.00
CODE PUBLISHING INC		43514	202168	RMC SUPPLEMENT #7 UPDATE	\$139.38
		43530	202395	RMC UPDATES ORD 09-13	\$93.95
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$12.50
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$35.08
<b>CITY CLERK TOTAL ****</b>					<b>\$508.91</b>
<b>Division: 102 CITY ATTORNEY</b>					
BELL BROWN & RIO PLLC		413	202375	PROSECUTION SERVICES-JUN 2013	\$20,908.15
BENTON COUNTY TREASURER		APRIL 2013	202152	DISTRIC COURT/OPD COSTS-APRIL	\$50,874.55
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$20.00
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$5.93
<b>CITY ATTORNEY TOTAL ****</b>					<b>\$71,808.63</b>
<b>Division: 110 ASSISTANT CITY MANAGER</b>					
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$12.50
TRI CITY REGIONAL CHAMBER OF COMMERCE		4844	202245	NETWORK TC-STATE-O-CITIES JA	\$20.00
<b>ASSISTANT CITY MANAGER TOTAL ****</b>					<b>\$32.50</b>
<b>Division: 111 COMMUNICATIONS &amp; MARKETING</b>					
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$5.00
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$1.32
				POSTAGE 4/1-4/30/13	\$5.99
TRI CITY REGIONAL CHAMBER OF COMMERCE		4844	202245	NETWORK TC-STATE-O-CITIES KM	\$20.00
<b>COMMUNICATIONS &amp; MARKETING TOTAL ****</b>					<b>\$32.31</b>
<b>Division: 112 CABLE COMMUNICATIONS</b>					
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$5.00
<b>CABLE COMMUNICATIONS TOTAL ****</b>					<b>\$5.00</b>



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>Division: 113 HANFORD COMMUNITIES</b>					
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$2.50
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$5.05
<b>HANFORD COMMUNITIES TOTAL ****</b>					<b>\$7.55</b>
<b>Division: 120 FIRE</b>					
ANOVAWORKS	P052773	12964	202147	HAZMAT PHYSICAL (SHIVELY)	\$1,142.65
	P052773	14482		HAZMAT PHYSICAL (STUCKI)	\$1,238.65
CITY OF RICHLAND		13-119 PATTERSON	202393	FIRE CON/LEAVENWORTH/PATTERSON	\$384.10
DENNEY, CHRIS		CLASS A UNIFORM	202283	REIMBURSE 50% CLASS A UNIFORM	\$271.59
FRONTIER		5/13-206-188-0334	202413	VHF PHONE LINE FEES	\$410.05
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$72.62
JT AUTOMOTIVE PARTS INC DBA		284995	202306	ABSORBENT	\$52.99
LAKELAND INC DBA		13-5094	202562	COAT REPAIR-GOULD	\$18.00
NEXTEL COMMUNICATIONS		891160522-111	202447	CELL PHONES 4/18-5/17/13	\$108.56
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$41.32
RICHLAND ACE HARDWARE		35100	202227	BAR AND CHAIN OIL	\$6.49
		36118	202460	LIGHTBULB	\$3.78
		36207	202227	KITCHEN KNOB	\$1.94
		36228	202460	MICRO TORCH PEN	\$14.07
		36231		BUTANE FUEL	\$4.86
		36326		HORN SIGNAL-CITY HALL	\$10.82
		36331		CAR WASH WAX/DRAIN CLEANER	\$24.88
SONETICS CORP DBA	P052661	142915	202234	HEADSET REPAIR UHW-10	\$173.28
SOUND EMPLOYMENT SOLUTIONS LLC		1227	202471	ROUNDTABLE/COACHING APR 11-12	\$2,200.00
		1343		ROUNDTABLE/COACHING MAY 7-8	\$2,200.00
		1345		ROUNDTABLE/COACHING 5/29-5/30	\$3,400.00
VERIZON WIRELESS		9705134122	202487	MDT WIRELESS CHARGES	\$336.16
WASHINGTON FIRE CHIEFS		09-6351	202357	WFAS CONF REGISTRAT-AUCHMOODY	\$150.00
		09-6398		2013 SAVING OUR OWN-STOKER	\$50.00
ZUKOWSKI, PETER		CLASS A UNIFORM	202604	A & P CONSTRUCTION & DEVELOPME	\$271.91
<b>FIRE TOTAL ****</b>					<b>\$12,588.72</b>
<b>Division: 130 POLICE</b>					
ACCESS DATA GROUP LLC	P052741	42529	202503	#9900515 FTK VISUALIZATION/3 Y	\$363.35
	P052741			ADJUST FOR TAX	(\$0.01)
	P052741			#900486 MOBILE PHONE EXAMINER	\$194.94
	P052741			#900329 FTK EID IMAGE ANALYSIS	\$324.90
	P052741			#901224 MOBILE PHONE EXAMINER	\$1,091.66
	P052741			#900475 FTK STANDALONE 3 YR SM	\$1,337.51
	P052741			#9900695 FTK EID IMAGE ANALYSI	\$272.92
BAIR ANALYTICS INC	P052614	2013-106	202374	ATAC WORKSTATION-FREE EVALUATI	\$3,700.00



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BERGER-OLSSON, KEVIN		12-267 BERGER	202155	BOMB SQUAD SUPPLY/RATHDRUM/KB	\$25.00
BLUMENTHAL UNIFORM CO	P052689	1345	202382	SEW IN MILITARY CREASES IN SHI	\$40.61
	P052689			#74003-721 PANT MENS DKNVY TD	\$146.17
	P052689			ADJUST FOR TAX	\$0.01
	P052689			SEW EMBLEM EACH SLEEVE	\$16.25
	P052689			BELT/BLACK #6605 BW/1.75" SIZE	\$25.94
	P052689			#562M BIRCH SWEATSHIRT JERZEES	\$25.95
	P052689			APPLY ACADEMY NAMES TO GARMENT	\$25.99
	P052689			#973M BIRCH SWEATPANT JERZEES	\$34.61
	P052689			ST-310 SHORT JERSEY KNIT NAVY	\$34.61
	P052689			7M76SNV/ST62NV SHIRT SS ACADEM	\$58.32
	P052689			5180 WHITE T-SHIRT BEEFY-T SIZ	\$58.35
	P052689			ACADEMY NAME 2" BLACK BLOCK FI	\$86.64
	P052688	998400		SEW EMBLEM EACH SLEEVE	\$16.25
	P052688			#5180 WHITE T-SHIRT BEEFY-T SI	\$58.35
	P052688			ACADEMY NAME: 2" BLACK BLOCK F	\$86.64
	P052688			SHIPPING	\$18.95
	P052688			ADJUST FOR TAX	\$0.01
	P052688			#7M76SNV/ST62NV SHIRT SS ACADE	\$58.32
	P052688			6605 BLACK BW BELT 1.75" SIZE	\$25.94
	P052688			562M BIRCH SWEATSHIRT JERZEES	\$25.95
	P052688			#74003-724 PANT MENS DKNVY TD	\$146.17
	P052688			SEW IN MILITARY CREASES IN SHI	\$40.61
	P052688			ST-310 SHORT JERSEY KNIT NAVY	\$34.61
	P052688			973M BIRCH SWEATPANT, JERZEES	\$34.61
	P052688			APPLY ACADEMY NAMES TO GARMENT	\$25.99
CASCADE NATURAL GAS CORP		5/13-75997100005	202274	NATURAL GAS 4/18-5/20-RPD	\$270.44
CHARTER COMMUNICATIONS		5/13-0309703POL	202275	INTERNET SERVICE 5/29-6/28/13	\$60.35
CITY OF RICHLAND		13-146 GLASGOW	202277	WSHNA CONF/CLACKAMAS/GLASGOW	\$468.99
		13-147 WHITBY		WSHNA CONF/CLACKAMAS/WHITBY	\$468.99
DATEC INC	P052701	30711	202174	SHIPPING	\$45.49
	P052701			SECTOR PAPER BROTHER LB3663	\$471.11
FLOHR, LUKE		13-257 FLOHR	202294	WAPTA GRANT/OLYMPIA/FLOHR	\$78.00
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$274.71
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$112.63
HAYTER, MICHAEL T		13-264 HAYTER	202189	BLEA 692/ELLENSBURG/HAYTER	\$13.00
HESLA, ALEX		13-268 HESLA	202193	BOMB SQUAD SUPPLY/RATHDRUM/AH	\$25.00
JUDGE, DARRYL		13-269 JUDGE	202203	BOMB SQUAD SUPPLY/RATHDRUM/DJ	\$25.00
LARSEN GUNSMITHING & FIREARMS	P052453	7163	202205	ACADIA BOOTS #42982 DANNER SIZ	\$190.05
	P052738	7165	202311	G2X-TACTICAL FLASHLIGHT	\$299.74
	P052738			#7317 HANDCUFF CASE DOUBLE	\$135.75



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LARSEN GUNSMITHING & FIREARMS	P052738	7165	202311	HINGED CUFFS #801	\$195.48
	P052738			CHAIN CUFFS #700	\$217.20
	P052738			#17707 INNER BELT SIZE MEDIUM	\$238.92
	P052738			#7324 RADIO HOLDER	\$282.36
	P052738			#7210 DUTY BELT SIZE LARGE	\$314.94
	P052738			#7210 DUTY BELT SIZE MEDIUM	\$314.94
	P052738			#17708 INNER BELT SIZE LARGE	\$238.92
	P052516	7182	202564	ACADIA BOOTS #22600 SIZE 9D BL	\$255.21
LASER TECHNOLOGY INC		131413	202206	REPAIR/CALIBRATE LASER	\$306.10
LEAF FUNDING INC DBA		4420560	202312	COPIER MAINT 3 OCE IM3512	\$505.87
LEE, CHRISTOPHER		13-265 LEE	202207	BLEA 692/ELLENSBURG/LEE	\$13.00
LEEDWAY LLC	S015046	5281301	202435	SAFARILAND SM01 SUMMIT SERIES	\$20,468.05
	S015046			FREIGHT	\$151.62
MASON, CHRISTOPHER		13-266 MASON	202213	BLEA 692/ELLENSBURG/MASON	\$13.00
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$329.24
				POSTAGE 4/1-4/30/13	\$11.22
RIVER CITY TOWING INC		12581	202228	TOW CHARGES	\$48.74
		12589		TOW CHARGES	\$48.74
		12591		TOW CHARGES	\$48.74
		12600	202462	TOW CHARGES	\$75.81
		12607		TOW CHARGES	\$48.74
		12611		TOW CHARGES	\$48.74
		12613		TOW CHARGES	\$48.74
		12617		TOW CHARGES	\$48.74
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198124459	202347	BINDERS/INDEX TABS	\$171.75
	S015121	3199438456		FILE BOXES	\$66.43
	S015121	3199518397		PENS/TONER CART/BINDERS MOUSE	\$2,184.36
TAYLOR, JEFFERY M		13-263 TAYLOR	202350	BLEA 692/ELLENSBURG/TAYLOR	\$18.00
TIM BUSH MOTOR COMPANY DBA		4/13-16519	202477	POLICE VEHICLE WASHES -APRIL	\$210.00
TREASURE VALLEY COFFEE CO		10174	202480	COFFEE SUPPLIES DELIVERY	\$209.29
US LINEN & UNIFORM DBA		143991	202485	EMBROIDERY SRVCS-51 POLOS	\$748.41
VERIZON WIRELESS		9705138982	202487	DATA CHARGES 5/20-6/19/13	\$1,228.35
WASHINGTON ASN OF CODE ENFORCEMENT		2013 DUES	202490	WACE 2013 DUES-C PECK	\$40.00
				WACE 2013 DUES-J MONTGOMERY	\$40.00
				WACE 2013 DUES-L BLANCHARD	\$40.00
WASHINGTON COMMUNICATIONS LLC DBA		332185	202491	RADIO REPAIR	\$465.69
		551036		RADAR CALIBRATIONS	\$155.95
<b>POLICE TOTAL ****</b>					<b>\$41,226.66</b>
<b>Division:</b>	210	ADMINISTRATIVE SERVICES			
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$7.50
	S015129			TELEPHONE CHARGE 5/22/13 - 6/2	\$10.00



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>ADMINISTRATIVE SERVICES TOTAL ****</b>					<b>\$17.50</b>
<b>Division:</b> 211 FINANCE					
CITY OF RICHLAND		052313	202522	CASHIER SHORTAGE-GARCIA	\$3.45
				CASHIER SHORTAGE-BARKER	\$20.00
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$22.50
	S015129			TELEPHONE CHARGE 5/22/13 - 6/2	\$50.12
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$567.13
				POSTAGE 4/1-4/30/13	\$4,096.86
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198124465	202347	RTN FILE BOX	(\$8.12)
	S015121	3198124468		STORAGE BOXES	\$8.12
	S015121	3198475719		TONER CART/FILE BOXES	\$554.89
<b>FINANCE TOTAL ****</b>					<b>\$5,314.95</b>
<b>Division:</b> 212 PURCHASING					
CITY OF KENNEWICK		010434	202164	PURCH MGR-SERV 04/2013	\$3,870.08
				PURCH MGR-SERV 04/2013	\$3,870.09
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$20.00
	S015129			TELEPHONE CHARGE 5/22/13 - 6/2	\$17.50
OFFICE DEPOT	S015120	655935444001	202219	CD DISK MAILERS	\$191.00
	S015120	655935856001		CD LABELS & CORRECTION TAPE	\$55.45
	S015120	655935859001		CD'S	\$99.53
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$89.12
UNITED PARCEL SERVICE	S015124	000986641203	202355	WEEKLY SERVICE CHARGE 05/18/1	\$22.00
<b>PURCHASING TOTAL ****</b>					<b>\$8,234.77</b>
<b>Division:</b> 213 INFORMATION TECHNOLOGY					
AP TECHNOLOGY LLC	P052742	IN20131875	202148	SECURECHECK 1 YEAR M/A RENEWAL	\$1,225.00
DELL COMPUTER CORPORATION	P052673	XJ4X77R55	202177	4 GB RPLCMT MEMORY MODULE, DEL	\$97.56
	P052673	XJ51J1PK6		LAPTOP, DELL LATITUDE E6430	\$3,213.33
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$112.63
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$95.13
MID COLUMBIA ENGINEERING INC	P052201	ST005708	202215	RICH AUSTILL, AS400 PROGRAMMER	\$178.75
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$1.72
PRINTER TECH SERVICE & SUPPLIES		15380	202456	HP PRINTER REPAIR-SHOPS	\$301.07
SHARE SQUARED INC		1528	202231	SHARESQUARED-ECM PROJECT	\$6,250.00
STAPLES CONTRACT & COMMERCIAL INC	S015121	3199518398	202347	CLIPS/TAPE/HANGERS/DUST OFF	\$143.47
	S015121	3199518399		LYSOL WIPES	\$7.43
VERIZON WIRELESS		9705133027	202487	BROADBAND WIRELESS	\$40.01
XEROX CORPORATION		068069640	202501	L99-030752 BASE CHARGE-APRIL	\$141.38
<b>INFORMATION TECHNOLOGY TOTAL ****</b>					<b>\$11,807.48</b>
<b>Division:</b> 220 HUMAN RESOURCES					
ANOVAWORKS		16003	202371	DS PANEL	\$40.00



## City Of Richland

## VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANOVAWORKS		16088	202371	PRE EMPLOYMENT MEDICAL	\$223.00
		16129		PRE EMPLOYMENT MEDICALS	\$836.00
CONLEY, SHIRLEY		2013 MILEAGE	202524	CONLEY-MILEAGE 1/14-5/31/13	\$104.32
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$25.00
MID COLUMBIA POLYGRAPH		050813	202321	PRE EMPLOY POLYGRAPH-BLANCHARD	\$250.00
		051413		PRE EMPLOYMENT POLYGRAPH-WOLF	\$250.00
MOON, TAE-IM PHD		SC15343/MAY 2013	202323	PRE EMPLOY PYSCH EVAL-WOLF	\$700.00
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$64.85
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198124460	202347	CLASSIFICATION FOLDER	\$107.85
	S015121	3199600902		PILOT GEL PENS	\$52.54
SUNDAY & ASSOCIATES INC		980994	202476	ACCIDENT PREVENT PROGRAM-JAN	\$912.43
		980995		ACCIDENT PREVENT PROGRAM-FEB	\$725.65
		980996		ACCIDENT PREVENT PROGRAM-MAR	\$844.52
UNITED STATES TREASURY		CP161-MAR 31 2013	202248	91-6015119 DEPOSIT PENALTY 941	\$432.73
WASHINGTON STATE PATROL		I13008244	202358	BACKGROUND CHECKS-APRIL 2013	\$100.00
<b>HUMAN RESOURCES TOTAL ****</b>					<b>\$5,668.89</b>
<b>Division:</b>	300	COMMUNITY &DEVELOPMENT SERVICE			
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$0.46
TRI CITY REGIONAL CHAMBER OF COMMERCE		4844	202245	NETWORK TC-STATE-O-CITIES BK	\$20.00
<b>COMMUNITY &amp;DEVELOPMENT SERVICE TOTAL ****</b>					<b>\$20.46</b>
<b>Division:</b>	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN071856	202368	XEROX 6604 MAINTENANCE	\$50.15
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$7.50
	S015129			TELEPHONE CHARGE 5/22/13 - 6/2	\$42.51
HOWARD, PENNY		13-253 HOWARD	202195	RECORDS MGMT TRNG/WALLA WALLA	\$13.00
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$95.44
				POSTAGE 4/1-4/30/13	\$33.60
US BANK EQUIPMENT FINANCE INC		228431664	202249	XEROX 6604 CONTRACT PAYMENT	\$244.80
VERIZON WIRELESS		9705134099	202487	BLDG INSP WIRELESS FOR LAPTOPS	\$160.04
WASHINGTON ASN OF BUILDING OFFICIALS		0470500-2013	202251	SPECIAL INSPECT RENEWAL/BORING	\$50.00
<b>DEVELOPMENT SERVICES TOTAL ****</b>					<b>\$697.04</b>
<b>Division:</b>	302	REDEVELOPMENT			
BURDEN, MICHELLE		13-210	202385	LEAD TRNG/MILEAGE-PARK/BURDEN	\$19.74
CITY OF RICHLAND		13-210 BURDEN	202393	LEAD TRNG/SPOKANE/BURDEN	\$339.86
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$10.00
HARPER HOUF PETERSON RIGHELLIS INC	P052122	32346	202542	CONSULTANT SERVICES FOR CITYWI	\$11,341.05
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$13.36
POSTMASTER		POB 987	202250	ANNUAL PO BOX 987 RENT FEES	\$268.00
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198124461	202347	CREDIT FOR BROKEN CD CASES	(\$28.14)



## City Of Richland

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From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WALKER HEYE MEEHAN & EISINGER PLLC		3	202599	PARKWAY SURVEY & RESEARCH SRVC	\$1,360.00
<b>REDEVELOPMENT TOTAL****</b>					<b>\$13,323.87</b>
<b>Division:</b>	331	PARKS & REC - RECREATION			
A & A MOTORCOACH INC		54601	202365	SR TRIP TRANSPORTATION 5/18/13	\$525.00
BENTON FRANKLIN HEALTH DISTRICT		2013 OP PERMIT	202378	2013 AQUATICS OP PERMIT	\$269.00
CHARTER COMMUNICATIONS		5/3-180070321633	202162	INTERNET SERVICE 5/10-6/9/13	\$119.99
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$286.19
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$2.50
	S015129			TELEPHONE CHARGE 5/22/13 - 6/2	\$52.96
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$29.79
				POSTAGE 4/1-4/30/13	\$137.28
TREASURE VALLEY COFFEE CO		10026	202243	COFFEE FOR RCC	\$104.67
WASHINGTON STATE PATROL		113008244	202358	BACKGROUND CHECKS-APRIL 2013	\$70.00
WASTE MANAGEMENT		0087348-1819-1	202492	POL SERVICES 1500 ROBERDEAU	\$55.73
		0087349-1819-2		POL SERVICE 1701 MCMURRAY	\$55.73
<b>PARKS &amp; REC - RECREATION TOTAL****</b>					<b>\$1,708.84</b>
<b>Division:</b>	335	PARKS & REC - PARKS&FACILITIES			
AIREFCO INC		3115796	202143	1/2 HP MOTOR	\$165.13
APOLLO SHEET METAL INC	P052766	24589	202149	STAINLESS STEEL 8" X 8" WITH H	\$32.49
ARAMARK UNIFORM SERVICES INC	S015137	5/13-934962000	202509	LINEN CHARGES FOR MAY, 2013	\$309.48
BLACKS WHOLESALE DISTRIBUTING INC		1304037	202380	ACTUATOR	\$254.72
CANON SOLUTIONS AMERICA INC		493765	202158	COPIER RENT/USAGE FEE	\$46.91
CASCADE NATURAL GAS CORP		5/13-51897100007	202388	1005 SWIFT BLVD 4/18-5/20/13	\$10.85
		5/13-7363810005		500 AMON PARK 4/18-5/20/13	\$201.17
		5/13-80577100003	202159	GAS-SHOPS BLDG 200 4/16/5/16	\$248.95
		5/13-90577100002		GAS-SHOPS BLDG 300 4/17-5/15	\$353.27
		5/13-96738100005	202388	505 SWIFT BLVD 4/18-5/20/13	\$292.73
COLUMBIA GRAIN & FEED		115417	202399	MOWER AND EDGER REPAIRS	\$99.78
COMPLETE CLEANING SYSTEMS		408	202403	MACHINE SCRUB WAREHOUSE FLOORS	\$175.00
CONSOLIDATED SUPPLY CO		S6423139.001	202405	HERCULES WAX GASKETS	\$13.95
EWING IRRIGATION PRODUCTS INC		6311793	202180	SPRINKLERS	\$586.44
		6311794		PRESSURE GAUGES	\$27.15
		6326916	202407	IRRIGATION PARTS	\$37.34
		6326917		IRRIGATION-PVC NIPPLES	\$10.79
		6338157		IRRIGATION-CONNECTORS	\$80.15
		6354306		MARKING CHAULK	\$388.20
		6381223		PRIMER/PVC/GASKETS	\$70.58
FASTENAL COMPANY		WARIC38802	202182	MALLEABLE CLIPS	\$1.53
FASTENERS INC		S3616222.001	202183	STOCK BIN: CAP SCREWS/BOLTS	\$77.94
FERGUSON ENTERPRISES INC		0376027-1	202411	LEE DOCK-POPPET VALVE	\$544.21





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FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$111.95
	S015133			TELEPHONE CHARGES 5/23/13-6/22	\$898.51
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$37.50
G-A-P SUPPLY CORP DBA		20241516-00	202414	EXPANSION VALVE	\$226.87
		20241516-01		VALVE GASKET KIT	\$5.21
GRAINGER	S015112	9140875106	202187	PUMP, SUMP, 1/6HP ITEM #2P352	\$142.87
HERTZ EQUIPMENT RENTAL CORP		26837509-001	202192	PROPANE	\$12.96
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		679835	202432	APRINKLERS/NOZZLES/NIPPLES	\$62.73
		681529		PIPE/COUPLINGS/PVC PRIMER/TEES	\$288.84
		681839		PVC TEES/COUP DRESSER	\$123.31
		686046		HUNTER VALVES/LAVATORY FAUCET	\$150.58
KING COUNTY DIRECTORS ASN PURCHASING DEPT DBA	S014863	3681330	202433	EMERGENCY ROOF REPAIRS DUE TO	\$627.05
	S014863			EMERGENCY ROOF REPAIRS DUE TO	\$244.76
	S014863			EMERGENCY ROOF REPAIRS DUE TO	\$24.10
MCDONALD'S & ASSOCIATES INC		052013	202441	TOP SOL-BADGER MTN PARK	\$146.21
MOON SECURITY SERVICES INC		650711	202444	BASIC FIRE MONITORING-LIBRARY	\$33.00
		651216		BASIC FIRE MONITORING RPTF-JUN	\$59.90
		653249		BASIC FIRE MONITORING-JUNE	\$33.00
OTIS ELEVATOR COMPANY	P052355	SRW23042001	202220	ELEVATOR TESTS FOR THE 703	\$1,494.54
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$1.58
POOL CARE PRODUCTS INC		103946	202224	ALGAE EATER/ACID	\$368.22
PRO BUILD COMPANY LLC		71434190	202457	GLUE/NUTSETTERS	\$72.72
RICHLAND ACE HARDWARE		205811	202227	BASKETBALL NETS-3	\$21.09
		205838		TOGGLE SWITCH/FUSES	\$20.31
		205839	202460	FASTENERS	\$13.58
		205875		FERTILIZER	\$23.82
		205876		BUSHINGS	\$6.04
		36122		HEX KEY SET	\$11.90
		36125	202227	AA BATTERIES	\$10.82
		36169		PLUNGER/DRAIN CLEANERS	\$33.00
		36179		TEE/ADAPTER/BUSHING/CLAMP	\$16.91
		36191	202460	PIPE/TEES/FLEX COUPLES/CEMENT	\$35.23
		36192		PVC BUSHINGS	\$7.44
		36252		PVC NIPPLES & ELBOWS	\$38.70
		36268		NOZZLE/HIP WADERS/PLUNGER	\$69.05
		36273		PVC NIPPLES & CAPS	\$13.74
		36344		ANT & ROACH SPRAY	\$9.29
		36358		PRUNING BLADE/SAWZALL BLADES	\$33.55
		36370		CALCULATOR/FASTENERS	\$17.43
		36389		POOL CHEMICALS/BUSHING	\$14.70





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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ROTO ROOTER		01208	202464	CP MARINA-PUMPED SEPTIC SYSTEM	\$752.68
SCHUYLAR ENTERPRISES INC DBA		7273	202230	ANT CONTROL SRVCS-CITY HALL	\$102.89
		7301	202466	WASP/BEE SPRAY CONTROL	\$162.45
STAPLES CONTRACT & COMMERCIAL INC	S015121	3195709972	202347	TRASH CAN LINERS	\$72.51
	S015121	3198189084		CREDIT SHORTED TRASH CAN LINER	(\$72.51)
STEEBER'S LOCK SERVICE		946604	202474	REPLACED 2 PASSAGE LOCKS	\$86.64
THE GROUT DOCTOR		042513	202240	GEORGE PROUT POOL-EPOXY GROUT	\$758.10
		051113		GEORGE PROUT POOL-EPOXY GROUT	\$460.28
WESTERN EQUIPMENT DISTRIBUTORS INC	S014940	725057	202495	TORO TURF AERATOR 686 MODEL #4	\$2,081.23
	S014940			TORO TURF AERATOR 686 MODEL #4	\$3,878.91
WILBUR ELLIS COMPANY		7086255	202499	HERBICIDES	\$3,681.22
<b>PARKS &amp; REC - PARKS&amp;FACILITIES TOTAL ****</b>					<b>\$21,556.17</b>
<b>Division:</b>	900	NON-DEPARTMENTAL			
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$17.50
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$235.28
<b>NON-DEPARTMENTAL TOTAL ****</b>					<b>\$252.78</b>
<b>GENERAL FUND Total ***</b>					<b>\$195,058.32</b>
<b>FUND 101</b>		<b>CITY STREETS</b>			
<b>Division:</b>	401	STREETS MAINTENANCE			
CANON SOLUTIONS AMERICA INC		493765	202158	COPIER RENT/USAGE FEE	\$46.91
FASTENERS INC		S3616222.001	202183	STOCK BIN: CAP SCREWS/BOLTS	\$77.93
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$55.76
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$10.00
HERTZ EQUIPMENT RENTAL CORP		26839137-001	202192	LIQUID PROPANE	\$30.25
		26850276-001		LIQUID PROPANE	\$61.80
		26857435-001		LIQUID PROPANE	\$37.16
INLAND ASPHALT CO		32-1818640	202426	ASPHALT	\$308.09
		32-1821018		TACK OIL	\$304.59
MOON SECURITY SERVICES INC		653249	202444	BASIC FIRE MONITORING-JUNE	\$33.00
PATRIOT DIAMOND INC	S015109	A01739	202331	COMBINATION DIAMOND BLADE,	\$311.40
RICHLAND ACE HARDWARE		36172	202227	PRYBAR/HANDHELD SPRAYER	\$35.71
WESTERN STATES EQUIPMENT COMPANY	S015115	PC110257541	202497	BIT AS CUTTE PART #222-7570	\$69.98
<b>STREETS MAINTENANCE TOTAL ****</b>					<b>\$1,382.58</b>
<b>Division:</b>	402	ARTERIAL STREETS			
ABADAN INC		ARIN040979	202368	KEENE RD PH 3B-ASBUILTS	\$151.63
APOLLO INC	P052237	C22-13/PYMT 3	202508	HANFORD REACH INTERPRETIVE CEN	\$168,052.53
CHARTER COMMUNICATIONS		002 ENG	202392	MOVE VAULT AT 791 WILLIAMS	\$1,009.49
CITY OF RICHLAND		060413	202522	PERMITTING RECORDING FEES	\$148.00
DAVID EVANS & ASSOCIATES INC	P052005	331545	202175	CENTER PARKWAY - RAILROAD CROS	\$913.46



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARTERIAL STREETS TOTAL ****					\$170,275.11
CITY STREETS Total ***					\$171,657.69
<b>FUND 110</b>	<b>LIBRARY</b>				
<b>Division:</b>	303	LIBRARY			
CASCADE NATURAL GAS CORP		5/13-61897100006	202388	GAS-LIBRARY 4/18-5/20/13	\$173.30
ENVISION WARE INC		INV-US-12824	202179	ANNUAL SYSTEM MAINTENANCE FEES	\$4,603.79
EQUINOX SOFTWARE INC	P052821	3254	202534	Annual Evergreen Technical	\$2,100.00
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$60.12
MOTION PICTURE LICENSING CORP		503840842	202446	MOTION PICTURE LICENSE-2014	\$164.37
SECRETARY OF STATE		00002700	202468	K20 NETWORK 1/1/13-3/31/13	\$3,476.40
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198252183	202347	STAPLES/ASTROBRIGHT PAPER	\$68.77
XEROX CORPORATION		701641518	202501	COPIER BASE-APRIL	\$370.80
		701641519		COPIER BASE-APRIL	\$233.58
LIBRARY TOTAL ****					\$11,251.13
LIBRARY Total ***					\$11,251.13
<b>FUND 111</b>	<b>PARK RESERVE FUND</b>				
<b>Division:</b>	304	PARK RESERVE			
BERKOWITZ, DEBBIE	P052805	C64-13	202379	PARK PARTNERSHIP PROGRAM FUNDI	\$5,000.00
COLUMBIA BASIN BMX	P052804	C61-13	202397	PARK PARTNERSHIP PROGRAM FUNDIN	\$5,000.00
PARK RESERVE TOTAL ****					\$10,000.00
PARK RESERVE FUND Total ***					\$10,000.00
<b>FUND 112</b>	<b>INDUSTRIAL DEVELOPMENT FUND</b>				
<b>Division:</b>	305	ECONOMIC DEVELOPMENT			
BALLEW, GARY		13-178 BALLEW	202264	REAL ESTATE CONV/LAS VEGAS	\$541.67
		MAY 2013	202512	BALLEW-MILEAGE MAY 2013	\$55.94
BENTON FRANKLIN COUNCIL OF GOVERNMENTS		TCRPFD2013-2	202377	TC REGIONAL PFD 2013	\$10,000.00
CITY OF RICHLAND		13-179 HERRON	202523	RE CONVENTION/LAS VEGAS/HERRON	\$811.83
COMMERCIAL BROKERS ASSOCIATION		1139233	202400	25770 CBA DUES-APRIL	\$50.00
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$10.00
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$13.16
PIXELSOFT FILMS LLC		1762	202223	WEB DEVELOPMENT-RETAIL GO 2 TC	\$7,857.50
RGW ENTERPRISES PC	P052432	5/13-GENERAL	202459	2013 EXTEND CONTRACT SERVICES	\$4,827.50
ECONOMIC DEVELOPMENT TOTAL ****					\$24,167.60
<b>Division:</b>	306	ECONOMIC DEVELOPMENT PROJECTS			
QUALITY BACKHOE SERVICES INC	P052463	4821-1	202336	PROVIDE AND INSTALL SEWER LINE	\$6,384.78
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$6,384.78



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INDUSTRIAL DEVELOPMENT FUND Total ***					\$30,552.38
<b>FUND 150</b>	<b>HOTEL/MOTEL FUND</b>				
<b>Division:</b>	307	<b>HOTEL/MOTEL TAX</b>			
COLUMBIA RIVER EXHIBITION OF HISTORY		862	202171	C14-13 HOT/MOT GRANT 2ND QTR	\$28,795.50
<b>HOTEL/MOTEL TAX TOTAL ****</b>					<b>\$28,795.50</b>
<b>HOTEL/MOTEL FUND Total ***</b>					<b>\$28,795.50</b>
<b>FUND 153</b>	<b>CDBG FUND</b>				
<b>Division:</b>	308	<b>CDBG PROGRAM</b>			
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	P052772	C103-12	202153	CAC HOMELESS PREVENTION PROGRA	\$4,943.00
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$2.50
	S015129			TELEPHONE CHARGE 5/22/13 - 6/2	\$2.50
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$12.92
<b>CDBG PROGRAM TOTAL ****</b>					<b>\$4,960.92</b>
<b>CDBG FUND Total ***</b>					<b>\$4,960.92</b>
<b>FUND 154</b>	<b>HOME FUND</b>				
<b>Division:</b>	309	<b>HOME PROGRAM</b>			
CITY OF PASCO	P052777	FEB13	202165	PASCO INFILL/120 N OWEN	\$165.76
	P052777			PASCO DPA/MONTEJANO/1618 W CAR	\$5,438.65
	P052777			PASCO DPA/MELLIN-WHITNEY/3819	\$267.23
	P052774	JAN13		PASCO DPA/MCANDREW/1307 N 15TH	\$27.46
	P052774			PASCO DPA/HERNANDEZ/4920 VALDE	\$629.06
	P052774			PASCO DPA/MEDINA /804 N 24TH A	\$225.56
	P052774			PASCO REHAB/PUTNAM/829 S 7TH A	\$130.55
	P052774			PASCO DPA/ENRIQUEZ/814 S 13TH	\$480.20
	P052774			PASCO DPA/CAMERO/3507 ESTRELLA	\$27.46
	P052774			PASCO DPA/MELLIN-WHITNEY/3819	\$5,187.85
	P052774			PASCO INFILL/120 N OWEN	\$386.55
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$2.50
TRI CITY TITLE & ESCROW		INFILL 13-01	202483	MYERS/2545 JASON LOOP	\$24,000.00
TRI COUNTY PARTNERS HABITAT FOR HUMANITY	P052785	051413	202484	2012 KENNEWICK CHDO/613, 701,	\$28,384.47
<b>HOME PROGRAM TOTAL ****</b>					<b>\$65,353.30</b>
<b>HOME FUND Total ***</b>					<b>\$65,353.30</b>
<b>FUND 380</b>	<b>PARK PROJECT CONSTRUCTION</b>				
<b>Division:</b>	337	<b>PARKS &amp; REC PROJECTS</b>			
ABADAN INC		ARIN040722	202258	BELLERIVE-CLAYBELL ENG COPIES	\$77.98



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From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARKS & REC PROJECTS TOTAL ****					\$77.98
PARK PROJECT CONSTRUCTION Total ***					\$77.98
<b>FUND 385</b>	<b>GENERAL GOVT CONSTRUCTION</b>				
<b>Division:</b>	900	NON-DEPARTMENTAL			
PRO BUILD COMPANY LLC		71433937	202457	BROWN FELT PAPER	\$18.94
		71434191		CEDAR/FURRING STRIPS	\$66.26
RICHLAND ACE HARDWARE		36286	202460	FASTENERS/ARMOR ALL/VELCRO	\$38.83
STEEBER'S LOCK SERVICE		1462	202474	REKEY & MASTER STOREROOM-CHALL	\$86.64
NON-DEPARTMENTAL TOTAL ****					\$210.67
GENERAL GOVT CONSTRUCTION Total ***					\$210.67
<b>FUND 401</b>	<b>ELECTRIC UTILITY FUND</b>				
<b>Division:</b>	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P052728	3627-525734	202525	ELBOW,PVC,3",90,36" RADIUS	\$482.48
	P052728			BELL END,PVC,6",SCH 40	\$49.28
	P052728			COUPLING,PVC,3",EXPANSION	\$108.97
	P052728			COUPLING,PVC,5",SCH 40,DBELL	\$132.56
	P052728			ADJUST SALES TAX	(\$0.01)
	P052728			ELBOW,PVC,6",90,48" RADIUS	\$714.78
	P052729	3627-525735	202404	WIRE,CU,BLDG #6 STR,THHN,BLACK	\$438.62
	P052729			CORD #14-3, TYPE SO, 600 VOLT	\$143.50
	P052729			WIRE, SWITCHBOARD, #14 AWG,	\$91.78
	P052728	3627-526136	202525	CONDUIT,PVC,6",SCH 40,20 FT	\$24,688.93
CORAL SALES COMPANY	S015089	INV-B050242	202173	COUPLING BREAKAWAY, POLE SAFE	\$1,750.13
GENERAL PACIFIC INC	P052676	1204926/1205853	202415	GUY GUARD PLASTIC, YELLOW,	\$871.82
	P052676			WIRE, GUY 7/16 UTILITY GRADE,	\$3,980.03
	P052691	1205066/1205851		T-BODY BASIC ELBOW WITH STUD	\$917.73
	P052691			T-BODY BASIC CONNECTING PLUG	\$3,842.48
	P052691			TERM, 1/0 STEM CONNECTOR	\$159.74
	P052691			T-BODY CABLE ADAPTER, 750MCM	\$1,093.83
	P052691			T-BODY BASIC INSULATING PLUG,	\$2,648.58
	P052691			ADJUST SALES TAX	\$0.01
	P052691			T-BODY CONDUCTOR CONTACT	\$1,223.79
HD SUPPLY POWER SOLUTIONS LTD	P052649	226518-00	202422	CLAMP GRD. ROD, 5/8, #10-1/0,	\$688.79
	P052649	2265180-01		ARRESTER DISTRIBUTION METAL OX	\$2,664.18
	P052649			ARRESTER, RISER POLE, METAL	\$732.76
	P052678	2269009-00	202190	GUY GRIP 7/16" LONG BAIL UTIL.	\$3,801.33
	S015092	2269591-00		ANCHOR ROD, TWINEYE,3/4 X 8 FT	\$406.13
	P052693	2270572-00	202422	FEED-THRU, 15KV, 200A,	\$850.16



## City Of Richland

## VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD SUPPLY POWER SOLUTIONS LTD	P052693	2270572-01	202422	STANDOFF INSULATOR, 200A,	\$3,476.43
PACIFIC METERING INC	P052344	13-0314-2344-B	202221	METER,RING, EKSTROM STAINLESS	\$882.00
RETAIL ACQUISITION & DEVELOPMENT	P052703	24533796	202226	HANDLING FEE	\$2.00
	P052703			BATTERY MOTO HT1000 NTN7144C,	\$674.75
WESCO DISTRIBUTION INC	P052692	439700	202253	INSULATED PROTECTIVE CAP 200A	\$11,217.98
<b>TOTAL ****</b>					<b>\$68,735.54</b>
<b>Division:</b>	501	BUSINESS SERVICES			
FEDERAL EXPRESS CORP		2-282-86764	202410	SHIPPING CHARGES-ELEC BONDS	\$6.28
		2-283-73298		CONTRACT DELIVERY FEES	\$6.28
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$20.00
N HARRIS COMPUTER CORPORATION	P051851	XT00077951	202572	BALANCE OF CITY SERVICE CONTRA	\$350.00
	P051851	XT00078726		BALANCE OF CITY SERVICE CONTRA	\$350.00
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$18.99
VERIZON WIRELESS	P052155	9705133033	202487	WIRELESS DATACARD-R.HAMMOND	\$40.01
WA STATE DEPT OF RETIREMENT SYSTEMS		00985509	202488	EXCESS COMPENSATION-SHEERAN, M	\$24,550.86
<b>BUSINESS SERVICES TOTAL ****</b>					<b>\$25,342.42</b>
<b>Division:</b>	502	ELECTRICAL ENGINEERING			
ABADAN INC		CNIN071856	202368	XEROX 6604 MAINTENANCE	\$16.72
CITY OF RICHLAND		060413	202522	ELECTRICAL RECORDING FEES	\$74.00
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$37.50
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198815256	202347	COLOR PRINT CARTRIDGES	\$1,111.59
US BANK EQUIPMENT FINANCE INC		228431664	202249	XEROX 6604 CONTRACT PAYMENT	\$81.60
<b>ELECTRICAL ENGINEERING TOTAL ****</b>					<b>\$1,321.41</b>
<b>Division:</b>	503	POWER OPERATIONS			
AMERICAN ROCK PRODUCTS INC		184165	202146	TOP COURSE	\$62.86
		184534	202369	MIXER DELIVERY 5/8 MINUS	\$243.68
BETTENDORF'S PRINTING & DESIGN LLC	P052705	29939	202156	1000 TRENCH INSPECTION TAGS QU	\$389.88
BLUELINE EQUIPMENT CO LLC		27523P	202381	FUEL HOSE-FILTER REPAIR PARTS	\$80.04
BOYD'S TREE SERVICE LLC	P052158	2812	202383	TREE PRUNING SERVICE-2013	\$6,423.27
	P052158	2819		TREE PRUNING SERVICE-2013	\$6,761.34
	P052158	2826		TREE PRUNING SERVICE-2013	\$6,501.99
CANON SOLUTIONS AMERICA INC		493765	202158	COPIER RENT/USAGE FEE	\$15.64
CONNELL OIL INC	S015093	0064303-IN	202172	OPEN TOP DRUMS WITH LID	\$311.95
	S015093	0064305-IN		OPEN TOP DRUM WITH LID	\$435.53
FASTENAL COMPANY		WARIC39046	202408	200 S/S WASHERS	\$8.95
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$680.20
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$50.12
HERITAGE PROFESSIONAL LANDSCAPING INC		17637	202191	IRRG/SOD REPAIR@CLIPPER RIDGE	\$1,669.44
HERTZ EQUIPMENT RENTAL CORP		26849300-001	202192	LOCATE MARKING PAINT	\$44.84
HJ ARNETT INDUSTRIES LLC	S015086	INV29083	202425	REPAIR OF ONE HUBBELL CHANCE	\$139.90



## City Of Richland

## VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HJ ARNETT INDUSTRIES LLC	S015086	INV29083	202425	FREIGHT	\$12.12
	S015086			REPAIR OF ONE HUBBELL CHANCE	\$69.65
INLAND ASPHALT CO		32-1817903	202426	ASPHALT	\$251.69
KELLEY'S TELE-COMMUNICATIONS INC	P052147	022406012013	202557	AFTER HRS ANSWER SVCE - 2013	\$204.00
LEH APPRAISAL SERVICES LLC	P051721	PARCEL E	202313	MOD. #1 APPRAISAL OF FUTURE	\$3,250.00
	P051721	PARCEL F		MOD. #1 APPRAISAL OF FUTURE	\$3,750.00
NORCO INC		11513049	202448	HEADGEAR SWEATBANDS	\$17.65
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$0.92
ROWAND MACHINERY CO	S015102	132243	202465	RENTAL OF NAVISTAR WATER TRUCK	\$4,061.25
SHARI'S MANAGEMENT CORP		13304281327181	202232	OT MEALS 4/29/13	\$50.93
		13305131385445	202469	OT MEALS 5/13/13	\$90.15
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198815257	202347	PENS/LTR POUCH/HILITERS	\$171.35
	S015121	3198891398		SHEET PROTECTORS	\$12.70
TYNDALE ENTERPRISES INC	P052157	647945	202246	FIRE RETARDANT CLOTHING-2013	\$364.86
WOOD'S NURSERY INC		042513	202256	TREE VOUCHER-2309 CARRIAGE	\$20.00
		050713A		TREE VOUCHER-1605 DAVISON	\$20.00
		050713B		TREE VOUCHER-1605 DAVISON	\$20.00
<b>POWER OPERATIONS TOTAL****</b>					<b>\$36,186.90</b>
<b>Division:</b>	504	SYSTEMS DIVISION			
AMERICAN ROCK PRODUCTS INC		184805	202369	TRUCK FOR HIRE-DELIVERY	\$249.09
CANON SOLUTIONS AMERICA INC		493765	202158	COPIER RENT/USAGE FEE	\$15.63
FASTENERS INC		S3622621.001	202409	HOOK BOLTS W/NUTS/HEX NUTS	\$29.68
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$60.68
	S015133			TELEPHONE CHARGES 5/23/13-6/22	\$113.30
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$47.62
GOODMAN & MEHLENBACHER	P052399	PWP13-10/FINAL	202186	BPA RICHLAND SWITCH SEPTIC SYT	\$7,364.40
HERITAGE PROFESSIONAL LANDSCAPING INC		17636	202191	IRRIG REPAIR @ 90 COL PT DRIVE	\$169.22
ITRON INC	P052151	288706	202428	TECH SUPPORT PER CONTRACT	\$912.42
OXARC INC		PS00530	202450	NITROGEN CYLINDER	\$52.57
		PS01168		NITROGEN CYLINDER	\$52.57
PASCOR DBA	S014961	0000026730	202330	VERTICAL BREAK PARALLEL ALUMIN	\$9,712.34
	S014961			VERTICAL BREAK PARALLEL ALUMIN	\$48,561.72
PRO BUILD COMPANY LLC		71433740	202457	CONCRETE FORM TUBE	\$21.11
		71434813		TREATED 4X4'S (18)	\$244.93
		71434857		RETURNED TREATED 4X4'S (10)	(\$136.08)
RICHLAND ACE HARDWARE		36138	202227	ADJ FLUSH VALVE	\$17.86
		36348	202460	SPRAYPAINT/UTILITY PULL	\$21.63
UNITED PARCEL SERVICE	S015124	000986641203	202355	GROUND PKG TO GENERAL PACIFIC	\$7.79
WASTE MANAGEMENT		0087345-1819-7	202492	POL SERVICE-1077 HORN RAPIDS	\$90.94
		0087347-1819-3		POL SERVICE-321 GULF CT	\$90.94
WATTHOUR ENGINEERING CO INC	S014822	PS01492	202600	BASE MODEL WE-20	\$48,450.00



## City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATTHOUR ENGINEERING CO INC	S014822	PS01492	202600	ESTIMATED SHIPPING	\$149.32
<b>SYSTEMS DIVISION TOTAL****</b>					<b>\$116,299.68</b>
<b>Division:</b> 505 ENERGY POLICY MGMT					
A & P CONSTRUCTION & DEVELOPMENT INC	P052816	LIGHTING REBATE	202367	COMM LIGHTING REBATE AT LDS CH	\$5,094.00
	P052816			COMM LIGHTING REBATE AT LDS CH	\$2,233.00
AREVA NP INC	P052815	HVAC FANS	202373	VFD'S HVAC FANS	\$111,667.25
BENTON COUNTY AUDITOR/WEATHERWISE	P052808	132780 RELEASE	202376	C. SOLORZANO-RELEASE LIEN; AC#	\$72.00
	P052769	161340	202151	MICHAEL O'NEIL-RECORD LIEN; AC	\$72.00
	P052769	202340		TANYA DION-RECORD LIEN; AC# 20	\$72.00
	P052778	20500 RELEASE	202376	B.KIRK - RELEASE LIEN; AC# 205	\$72.00
	P052769	20960	202151	BROOKE PETERSEN-RECORD LIEN; A	\$72.00
	P052769	272860		T.ANGELO PELLETIER-REC LIEN; A	\$72.00
	P052778	322200 RELEASE	202376	GLENN/DREILING - RELEASE LIEN;	\$72.00
	P052769	34060	202151	RYAN FAST-RECORD LIEN; AC# 340	\$72.00
	P052769	341480		GARY BILLS-RECORD LIEN; AC# 34	\$72.00
	P052808	622980 RELEASE	202376	M. JUGUILON-RELEASE LIEN; AC#	\$72.00
	P052778	642320 RELEASE		BREWER/SCHROEDER-RELEASE LIEN;	\$72.00
	P052769	720080	202151	JAMES WHITEHOUSE-RECORD LIEN;	\$72.00
	P052808	75100 RELEASE	202376	J. NIEMEYER-RELEASE LIEN; AC#	\$72.00
	P052808	772120 RELEASE		R. SWAIN-RELEASE LIEN; AC# 772	\$72.00
	P052778	781960 RELEASE		D. BERG-RELEASE LIEN; AC# 7819	\$72.00
CASCADE TITLE COMPANY OF BENTON		197730	202389	TITLE REPORT-2301 OLYMPIA	\$81.23
CHINOOK HEATING & AIR INC	P052770	14439	202163	EE LOAN: P. PORCARO; 1810 HUNT	\$6,552.15
CITY OF RICHLAND		143340	202167	706 WINSLOWREBATE-HPUMP-WINDOW	\$2,305.62
		200620	202394	1306 BIRCH-REBATE-WINDOWS	\$562.50
		20590 REBATE		205 ATKINS-REBATE-DUCTLESS HP	\$1,258.96
		272860		1104 ROBERDEAU-REBATE-DHP	\$1,500.00
		391320	202167	511 NEWCOMER-REBATE-HEATPUMP	\$1,000.00
		810920	202394	251 HIGH MEADOWS-REBATE-WINDOW	\$1,009.26
DAYCO HEATING & AIR		37456	202176	300 COL PT C102-REBATE-H PUMP	\$500.00
DELTA HEATING & COOLING INC	P052606	21197	202178	EE LOAN: L. HAY; 1821 ALDER -	\$6,243.50
		21199		1116/1118 PERKINS-REBATE-HPUMP	\$2,000.00
		21259	202406	1429KIMBALL-REBATE-DUCTLESS HP	\$1,500.00
		21260		1431KIMBALL-REBATE-DUCTLESS HP	\$1,500.00
		21261		1526 MCPHERSON-REBATE-HP	\$1,500.00
		21262		1524 MCPHERSON-REBATE-HP	\$1,500.00
EFFICIENCY SOLUTIONS LLC	P052485	4-13	202531	EE COMMERCIAL INSPECTION SERVI	\$3,700.00
	P052485	5-13		EE COMMERCIAL INSPECTION SERVI	\$2,400.00
ENERGY INCENTIVES INC	P052390	CORMAY2013	202533	MODIFICATION #1 ISSUED TO PROV	\$2,835.00
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$17.50
GLASS NOOK INC	P052646	57988	202538	EE LOAN; J. ORTON, 1306 BIRCH	\$4,672.14





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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GLASS NOOK INC		58126	202185	80 WHITTEN-REBATE-WINDOWS	\$279.24
		58276		1327 TOTTEN-REBATE-WINDOWS	\$180.00
		58277		2155 HUDSON-REBATE-WINDOWS	\$392.88
		58278	202418	518 DOUGLASS-REBATE-WINDOWS	\$230.94
IWI INC		56770	202429	1210 POTTER-REBATE-INSULATION	\$748.80
JACOBS & RHODES INC	P052716	107896	202430	EE LOAN: T. ANGELO PELLETIER,	\$7,500.00
M CAMPBELL & COMPANY INC		590019	202437	2062 HUDSON-REBATE-HEAT PUMP	\$900.00
PERFECTION GLASS		9936402727	202453	2456 HARRIS-REBATE-WINDOWS	\$912.00
		9936402911		2304 FRANZ CT-REBATE-WINDOWS	\$913.98
	P052382	9936404051		EE LOAN: CHRIS ANDREWS, 251 HI	\$9,621.10
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$212.72
SCHWANS ENTERPRISES INC	P052817	LIGHTING REBATE	202467	COMM LIGHTING REBATE FOR SCHWA	\$1,670.00
SMITH INSULATION INC	P052149	12846-CofR	202470	CONSERVATION LOAN; BEN HIPKE	\$6,953.67
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198073841	202347	LTR TRAY/LABLES/FILE BXS/GUIDE	\$196.28
TALON SYSTEMS INC DBA		219	202238	1317 COTTONWOOD-REBATE-PTCS	\$400.00
		220		1122 COTTONWOOD-REBATE-PTCS	\$400.00
		221		640 COTTONWOOD-REBATE-PTCS	\$400.00
		222		1324 COTTONWOOD-REBATE-PTCS	\$400.00
		223		639 COTTONWOOD-REBATE-PTCS	\$400.00
		224		1318 COTTONWOOD-REBATE-PTCS	\$400.00
		225		1019 SUNSTONE CT-REBATE-PTCS	\$400.00
TOTAL ENERGY MANAGEMENT INC		48638WWR-3	202478	215 OTTAWA CT-REBATE-HP/PTCS	\$900.00
VERIZON WIRELESS	P052155	9705133033	202487	WIRELESS DATACARD-S.EDGEMON	\$40.01
<b>ENERGY POLICY MGMT TOTAL ****</b>					<b>\$197,163.73</b>
<b>Division:</b>	506	TECHNICAL SERVICES			
CANON SOLUTIONS AMERICA INC		493765	202158	COPIER RENT/USAGE FEE	\$15.64
CENTRAL HOSE & FITTINGS INC		366396	202390	WORM GEAR SS CLAMPS	\$19.42
TRI CITIES BATTERY & AUTO REPAIR		0088125	202481	TV TRUCK BATTERIES	\$30.37
<b>TECHNICAL SERVICES TOTAL ****</b>					<b>\$65.43</b>
<b>ELECTRIC UTILITY FUND Total ***</b>					<b>\$445,115.11</b>
<b>FUND</b>	<b>402</b>	<b>WATER UTILITY FUND</b>			
<b>Division:</b>	000				
CONSOLIDATED SUPPLY CO	P052715	S6436391.001	202405	TUBING, P.E. 2" CTS, SDR 9 CTS	\$247.57
HD FOWLER COMPANY INC	P052615	I3356550	202421	ADJUST TAX	(\$0.01)
	P052615			VALVE, MJ KIT FOR 6" FITTINGS,	\$35.72
	P052615			FREIGHT	\$37.91
	P052615			SADDLE ROMAC 202S-7.60 X 2"IP,	\$202.61
	P052615			CLAMP FULL 2-SEC, FOR 6" AC/DI	\$582.77
	P052665	I3358035		METER,BOX, BLACK PLASTIC COVER	\$1,385.16





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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC	P052665	I3358035	202421	DELIVERY CHARGE	\$27.08
	P052665			FLANGE 8" OD, 1/2" STEEL PLATE	\$48.89
	P052665			FLANGE, BLIND 6", CAST IRON	\$53.03
	P052665			PIPE, PVC 8" CLASS 150, C900	\$172.85
	P052665			METER,BOX, BCF TOP/MID/BOTTOM	\$2,985.18
	P052665			ADJUST TAX	(\$0.01)
<b>TOTAL ****</b>					<b>\$5,778.75</b>
<b>Division:</b>	410	WATER CAPITAL PROJECTS			
ALLSTAR CONSTRUCTION GROUP INC	P052087	C149-12/PYMT 5	202504	C/O #2 ADD FACILITY PROTECTION	\$77,560.01
BRANOM INSTRUMENT CO	S015101	507150	202384	ETHERNET SWITCH, 8 PORT POWER	\$648.72
	S015101			FREIGHT	\$28.16
HD FOWLER COMPANY INC	S015040	I3367370	202421	AIR RELIEF, 2" INLET, WORKING	\$2,084.40
T BAILEY INC	P052089	C148-12/PYMT 6	202589	MEADOW HILLS WATER TANK - 148-	\$45,978.83
<b>WATER CAPITAL PROJECTS TOTAL ****</b>					<b>\$126,300.12</b>
<b>Division:</b>	412	WATER OPERATIONS			
AIREFCO INC		3111863	202143	AC MOTOR-WTP	\$336.62
ARAMARK UNIFORM SERVICES INC	S015137	5/13-934962000	202509	LINEN CHARGES FOR MAY, 2013	\$37.82
BUILDERS HARDWARE & SUPPLY CO INC		S3241865.001	202157	ACCESS CONTROL-HARRISON WELL	\$389.88
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$25.00
GENSCO INC		842386604	202416	CAPACITOR-WTP HI SERV AC	\$12.38
HD FOWLER COMPANY INC	S015094	I3370153	202421	D-CHLOR TABLETS, 45 LB PAIL, 1	\$567.49
OXARC INC		9023WPS	202328	CHLORINE	\$5,283.94
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$1.38
RICHLAND ACE HARDWARE		36195	202227	BATTERIES	\$21.62
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198815258	202347	HP TONER CART/MARKERS/LEAD	\$359.23
TOKAY SOFTWARE INC		YPN13M04	202241	BACKFLOW SW ANNUAL SUPPORT	\$640.00
<b>WATER OPERATIONS TOTAL ****</b>					<b>\$7,675.36</b>
<b>Division:</b>	413	WATER MAINTENANCE			
AGRICULTURE MANAGEMENT LLC	P052258	C143-12/PYMT 5	202259	HORN RAPIDS IRRIGATION OPERATI	\$6,818.18
BADGER METER INC	S015073	11174201	202150	FREIGHT	\$8.25
	S015073			REGISTER COVER, BRONZE, FOR 3"	\$18.41
CANON SOLUTIONS AMERICA INC		493765	202158	COPIER RENT/USAGE FEE	\$46.91
CITY OF RICHLAND		13-189 SIEFKEN	202166	PNWS AWWA CONF/SPOKANE/SIEFKEN	\$411.17
FASTENAL COMPANY		WARIC38773	202182	HEX CAP SCREWS	\$45.52
		WARIC38854		HEX NUTS/CAP SCREWS	\$26.27
FERGUSON ENTERPRISES INC	S015095	0377786	202184	1-1/2" X 4" BRASS NIPPLE	\$34.18
	S015095			1-1/2" X 3" BRASS NIPPLE	\$26.23
	S015095			1-1/2" X 2" BRASS NIPPLE	\$19.06
	S015095			1-1/2" BRASS TEE	\$104.83
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$7.50



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S015112	9134619726	202187	PENETRANT LUBRICANT ITEM #4DNH	\$290.85
	S015112	9136768281		HEX BIT SOCKET ITEM #1AL67	\$605.71
	S015112	9139056585		SOCKET, DEEP ITEM #1NUA5	\$10.59
	S015112	9139800677		GREASE GUN BATTERY ITEM #5JC25	\$223.68
	S015112	9140832768		V-BELT PULLEY ITEM #6FFH8	\$26.11
	S015112	9140875114		GREASE GUN CHARGER ITEM #5JC26	\$56.19
HD FOWLER COMPANY INC		I3358671	202421	ROMAC SADDLES AND STRAPS	\$419.99
	S015068	I3358673		STAINLESS STEEL SERVICE SADDLE	\$262.88
	S015091	I3364009		GALVANIZED CAP, 1-1/2"	\$90.97
		I3369642		GALV 90 DEGREE STREET ELBOWS	\$61.72
IRRIGATION SPECIALISTS INC		1071883-01	202196	NIPPLES FOR METER EXCHANGE	\$22.06
MOTION INDUSTRIES INC		WA05-314920	202217	BALL BEARING	\$74.16
SIEFKEN, SCOTT		13-189	202233	PNWS AWWA CONF/MILEAGE/SIEFKEN	\$80.10

WATER MAINTENANCE TOTAL \*\*\*\*

\$9,791.52

WATER UTILITY FUND Total \*\*\*

\$149,545.75

FUND 403

WASTEWATER UTILITY FUND

Division:

421

SEWER CAPITAL PROJECTS

ABADAN INC		ARIN040980	202368	WWTF AERATION BASIN 2-ASBUILTS	\$71.48
COLUMBIA ELECTRIC SUPPLY		5858-694242	202398	END BARRIER/ANCHOR/POLYMER LAB	\$45.38
CULBERT CONSTRUCTION INC	P052725	C41-13/PYMT 1	202526	HODGES COURT SEWER REPLACEMENT	\$65,289.76
FASTENAL COMPANY		WARIC38935	202408	TRUBOLTS FOR POLYMER SYSTEM	\$23.80
FASTENERS INC		S3626987.001	202409	CAP SCREWS/HEX NUTS FOR TWAS	\$69.43
GEOLINE INC	P052732	319197	202417	GPScorrect extension for ESRI	\$481.94
	P052732			ArcPad #114454	\$682.29
	P052732			SHIPPING	\$9.02
	P052732			ADJUST FOR TAX	(\$0.01)
	P052732			GeoXH Handheld (3.5 G Edition,	\$7,987.13
HERTZ EQUIPMENT RENTAL CORP		26797434-001	202423	CRANE RENTAL-GRIT CLASSIFIER	\$435.37
INSITUFORM TECHNOLOGY INC	P052243	C21-13/PYMT 2	202427	2013 E-BASIN TRENCHLESS SANITA	\$180,915.33
IRRIGATION SPECIALISTS INC		1071897-01	202196	FLANGES FOR TWAS PUMP	\$69.15
PARAMOUNT SUPPLY COMPANY		736102	202451	FLANGE REDUCER FOR TWAS PUMP	\$166.84
		743797		FLANGES/GASKETS FOR TWAS	\$369.61
		5566695840	202345	FLOWMETER, FOR LOBEPRO, MAG510	\$2,070.70
SIEMENS INDUSTRY INC	P052622			SPECIAL CABLE KIT, 33 FT, SIEM	\$123.90
	P052622			SHIPPING	\$58.61
	P052622			WALL MOUNT KIT FOR REMOTE MOUN	\$189.74
	P052622			GROUND PKG TO BOYLE CONSULTING	\$43.10
UNITED PARCEL SERVICE	S015124	000986641203	202355		

SEWER CAPITAL PROJECTS TOTAL \*\*\*\*

\$259,102.57

Division:

422

SEWER OPERATIONS



## City Of Richland

## VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ANOVAWORKS		16088	202371	HEP B VACCINE	\$70.00
BENTON FRANKLIN HEALTH DISTRICT	P052532	5826	202267	CITY OF RICHLAND COMPOST FACIL	\$210.00
	P052532			BIOSOLIDS- PERCENT SOLIDS	\$56.00
	P052532			BIOSOLIDS- ADDITIONAL DILUTION	\$49.00
	P052242	5827	202154	WASTEWATER MONTHLY TESTING 201	\$48.00
	P052242			ORTHO PHOSPHATE	\$18.00
	P052242			TOTAL PHOSPHATE	\$18.00
	P052242			NITRATE/NITRITE	\$28.00
COMPLETE PEST PREVENTION INC	P052540	22158	202281	MONTHLY INSECT & RODENT CONTRO	\$36.10
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$128.91
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$40.01
HERTZ EQUIPMENT RENTAL CORP		26832832-001	202192	WATER TRUCK RENTAL 5/8-5/9/13	\$928.13
IRRIGATION SPECIALISTS INC		1066297-01	202196	REPAIR KIT CREDIT	(\$14.16)
KUBWATER RESOURCES INC	P052657	03401	202309	PRICE ADJUSTMENT	\$0.01
	P052657			LIQUID POLYMER BASF, ZETAG 881	\$3,247.14
PASCO MACHINE COMPANY INC		66833	202452	STRAIGHTEN BRACKET	\$54.30
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$6.51
RICHLAND ACE HARDWARE		36190	202227	SPRAY PAINT FOR COMPOST	\$8.64
		36346	202460	MAGNETIC CABINET CATCH	\$9.73
ROGERS MACHINERY COMPANY INC		903991	202463	COMPRESSOR SERVICE CALL	\$112.63
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198124469	202347	EXPO MARKSR/CLIPS/FOLDERS	\$66.33
TELEDYNE ISCO INC	P052628	025021	202239	NICKEL CADMIUM BATTERY,	\$820.70
	P052628			GROUND FREIGHT	\$18.68
WASTE MANAGEMENT		0087346-1819-5	202492	POL SERVICE-COMPOST PAD	\$95.48
<b>SEWER OPERATIONS TOTAL ****</b>					<b>\$6,056.14</b>
<b>Division:</b>	423	SEWER MAINTENANCE			
ANOVAWORKS		16003	202371	DOT PHYSICAL	\$79.00
		16088		DOT PHYSICAL	\$79.00
		16314		HEP B VACCINES	\$140.00
CENTRAL HOSE & FITTINGS INC		366125-A	202161	VALVE/NOZZLE FOR COMP SPRINKLE	\$296.11
		366175		HOSE/BUSHING FOR SPRINKLERS	\$269.73
		366223-A		BALL VALVE FOR SPRINKLER	\$102.69
COLE DRAINS INC		4487	202169	1307-1309 PERKINS-CLEAR MAIN	\$324.90
COMPLETE PEST PREVENTION INC	P052540	22158	202281	MONTHLY INSECT & RODENT CONTRO	\$36.10
JT AUTOMOTIVE PARTS INC DBA		284707	202306	OIL FOR COMPOST SPRINKLER	\$15.12
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		666481	202432	GASKET/IRON FORM	\$23.87
MCKENNA VIDEO SERVICES	S014915	10003013	202442	WASTEWATER TAPE CONVERSION PER	\$347.37
MOTION INDUSTRIES INC		WA05-315388	202445	BEARINGS FOR BAR SCREEN	\$231.99
NORCO INC		11451149	202448	LITHION ION BATTERIES	\$235.91
PARAMOUNT SUPPLY COMPANY		738147	202451	GALVANIZED CROSS FOR SPRINKLER	\$25.70
PLATT ELECTRIC SUPPLY INC	P052690	3874638	202455	HOLE SEALS, ITEM #026758	\$27.66



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PLATT ELECTRIC SUPPLY INC	P052690	3874638	202455	PUMP PANEL 12OV COIL W/ 15 AMP	\$1,282.71
RICHLAND ACE HARDWARE		36294	202460	LANDSCAPE RAKE	\$49.81
VERIZON WIRELESS		9705133231	202487	BROADBAND WIRELESS	\$40.01
<b>SEWER MAINTENANCE TOTAL ****</b>					<b>\$3,607.68</b>
<b>WASTEWATER UTILITY FUND Total ***</b>					<b>\$268,766.39</b>
<b>FUND 404</b>	<b>SOLID WASTE UTILITY FUND</b>				
<b>Division: 430</b>	<b>CAPITAL PROJECTS</b>				
FISHER SCIENTIFIC COMPANY, LLC	S015055	5474554	202536	BALANCE; MOISTURE ANALYZER; 54	\$3,530.85
	S015055	7630185		PRINTER APPL DOT METRX 110/230	\$1,425.96
	S015055			SHIPPING CHARGE	\$6.55
HD FOWLER COMPANY INC	S015061	I3356544	202421	FIRE HYDRANT ASSEMBLY (PER CO	\$3,497.92
	S015061			8" PVC C-900 (PURPLE) IRRIGATI	\$9,227.16
	S015061			6" DI PIPE (CLASS 50)	\$629.31
	S015061			MJ KITS (8")	\$134.18
	S015061			TRACER WIRE	\$121.19
	S015061			FREIGHT	\$81.23
	S015061			MJ KITS (6")	\$68.84
	S015061			LOCATOR TAPE	\$16.23
	S015061			ADJUST FOR TAX	(\$0.01)
PARAMETRIX INC	P050796	01-72152	202576	MOD. #1 PRELIMINARY LF EXP A	\$3,074.18
<b>CAPITAL PROJECTS TOTAL ****</b>					<b>\$21,813.59</b>
<b>Division: 432</b>	<b>SOLID WASTE COLLECTION</b>				
ANOVAWORKS		16277	202371	HEP A/B COMBO VACCINE	\$145.00
FRONTIER	S015129	5/13-509-946-4078	202413	TELEPHONE CHARGE 5/22/13 - 6/2	\$7.50
MID COLUMBIA ENGINEERING INC	P052482	ST005709	202215	JOSEPH SUNDAL-ACCOUNTING CLERK	\$800.80
	P052482	ST005726	202443	JOSEPH SUNDAL-ACCOUNTING CLERK	\$425.43
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$16.56
<b>SOLID WASTE COLLECTION TOTAL ****</b>					<b>\$1,395.29</b>
<b>Division: 433</b>	<b>SOLID WASTE DISPOSAL</b>				
ARAMARK UNIFORM SERVICES INC	S015137	5/13-934962000	202509	LINEN CHARGES FOR MAY, 2013	\$82.96
CENTRAL HOSE & FITTINGS INC		366123	202161	FITTINGS	\$159.09
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$371.92
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$17.50
GRAINGER	S015112	9136768299	202187	PUMP, SUBMERSIBLE 12VDC ITEM #	\$1,431.46
MOON SECURITY SERVICES INC		653249	202444	BASIC FIRE MONITORING-JUNE	\$33.00
OXARC INC		9752WPS	202450	GASES	\$124.61
PARAMETRIX INC	P052493	01/72153	202576	LANDFILL ENVIRONMENTAL MONITOR	\$956.60
	P050862	01-72153		2012 ENVIRONMENTAL MONITORING,	\$3,009.78
RICHLAND ACE HARDWARE		36288	202460	POOL POLE/SKIMMER/BUSHINGS	\$73.57



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198073849	202347	CLIPS/PYMO TAPE/LABLES/PENCILS	\$71.01
	S015121	3198073854		CALCULATOR RIBBON	\$10.61
STEEBER'S LOCK SERVICE		1473	202237	LANDFILL-SERVICE CALL	\$59.57
		1476		LANDFILL-REKEY LOCKS	\$38.99
WASTE MANAGEMENT		0087344-1819-0	202492	POL SERVICES-LANDFILL	\$105.23
<b>SOLID WASTE DISPOSAL TOTAL ****</b>					<b>\$6,545.90</b>
<b>SOLID WASTE UTILITY FUND Total ***</b>					<b>\$29,754.78</b>
<b>FUND 405</b>	<b>STORMWATER UTILITY FUND</b>				
<b>Division:</b>	441	<b>STORMWATER</b>			
COMPLETE PEST PREVENTION INC	P052540	22158	202281	MONTHLY INSECT & RODENT CONTRO	\$36.10
FASTENAL COMPANY		WAKEN120158	202182	TIE DOWNS	\$43.97
HD FOWLER COMPANY INC		I3363097	202421	STRAW WATTLES	\$798.64
RICHLAND ACE HARDWARE		36257	202460	REFLECTIVE TAPE/SHEET METAL	\$47.77
<b>STORMWATER TOTAL ****</b>					<b>\$926.48</b>
<b>STORMWATER UTILITY FUND Total ***</b>					<b>\$926.48</b>
<b>FUND 407</b>	<b>MEDICAL SERVICES FUND</b>				
<b>Division:</b>	121	<b>AMBULANCE</b>			
ANOVAWORKS	P052773	15067	202147	HEP A/B COMBO VACCINATION	\$145.00
LIFE ASSIST INC		632629	202315	EPI/NALOXONE/VASOPRESSIN	\$178.14
		632891		LUER ADAPTERS/ET TUBES	\$176.65
NEXTEL COMMUNICATIONS		891160522-111	202447	CELL PHONES 4/18-5/17/13	\$36.19
PRINTER TECH SERVICE & SUPPLIES		15377	202456	COLOR LASERJET REPAIR	\$243.68
SPRINT		147658811-066	202236	MONTHLY SRVC CHARGES-LIFEPAKS	\$151.24
VERIZON WIRELESS		9705134122	202487	MDT WIRELESS CHARGES	\$224.11
<b>AMBULANCE TOTAL ****</b>					<b>\$1,155.01</b>
<b>MEDICAL SERVICES FUND Total ***</b>					<b>\$1,155.01</b>
<b>FUND 408</b>	<b>BROADBAND FUND</b>				
<b>Division:</b>	460	<b>BROADBAND ADMINISTRATION</b>			
PARAMOUNT COMMUNICATIONS INC	P052019	29764-13	202329	2610 SALK AVE	\$2,568.03
	P052019			1515 GEORGE WASHINGTON WAY	\$12,703.83
	P052019			Fiber extension to 836 Stevens	\$651.71
	P052019			C/O #2 ISSUED TO ADD THE DIS F	\$929.97
	P052019			FIBER EXTENION TO 1991 BATTELL	\$2,781.30
<b>BROADBAND ADMINISTRATION TOTAL ****</b>					<b>\$19,634.84</b>
<b>BROADBAND FUND Total ***</b>					<b>\$19,634.84</b>
<b>FUND 501</b>	<b>CENTRAL STORES FUND</b>				



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
<b>Division: 000</b>					
FARMERS EXCHANGE	P052747	104292	202181	OIL, 2 CYCLE, 50:1 RATIO	\$633.46
FISHER SCIENTIFIC COMPANY, LLC	P052744	6625690	202412	GLOVES, DISPOSABLE NITRILE,XL	\$693.12
	P052744			FREIGHT	\$6.55
RDO EQUIPMENT CO	P052748	P94811	202225	BLADE, EDGER,JOHN DEERE M92907	\$467.59
STELLAR INDUSTRIAL SUPPLY	P052685	3252439	202475	TAPE MEASURE, STEEL, 25 FT,	\$258.19
	P052685			BLADE, BI-METAL,UTILITY KNIFE,	\$14.73
	P052685			TAPE MEASURE, STEEL, 12 FT,	\$100.18
	P052685			HAMMER, SLEDGE, 4LB, 16" FIBER	\$102.02
	P052685			TAPE, DUCT 2" X 60YD POLY-COAT	\$209.83
	P052685			BLADE, SAWZALL 6", BI-METAL,	\$440.24
	P052685			BLADE, SAWZALL 8", BI-METAL,	\$541.50
	P052685			BLADE, SAWZALL 12", BI-METAL,	\$673.63
	P052685			TAPE MEASURE, STEEL, 16 FT,	\$129.20
	P052685			RAKE, BOW,14 TEETH, 54" HANDLE	\$55.95
WALTER E NELSON CO	P052626	237545	202489	FUEL SURCHARGE	\$5.42
	P052626			TISSUE, TOILET LARGE ROLL 2PLY	\$4,098.07
	P052626	238032/238462		TOWEL,SINGLEFOLD, WHITE, 1-PLY	\$1,789.12

**TOTAL \*\*\*\*****\$10,218.80****CENTRAL STORES FUND Total \*\*\*****\$10,218.80****FUND 502****EQUIPMENT MAINTENANCE FUND****Division:**

214

**EQUIPMENT MAINTENANCE**

A & E TOWING LLC		4611	202366	TOWING VEH 308 WO 32686	\$83.93
ALA CART GOLF CARTS LLC		2013-153	202144	V-BELT VEH 6557 WO 32262	\$64.93
ARAMARK UNIFORM SERVICES INC	S015137	5/13-934962000	202509	LINEN CHARGES FOR MAY, 2013	\$69.04
BLUELINE EQUIPMENT CO LLC		23595P	202381	BELT VEH 6529 WO 32560	\$105.23
		23755P		ENGINE PART VEH 6562 WO32633	\$2,460.52
CASCADE FIRE EQUIPMENT CORP DBA		108879	202387	INSULATION VEH 5039 WO 32473	\$1,607.55
		108910		RIVETS VEH 5039 WO 32473	\$180.86
		108920		SPECTRA LIGHT VEH 5042 31612	\$1,519.45
COMMERCIAL TIRE INC		135	202401	TIRES VEH 3296 WO 32675	\$758.28
		139		TIRES VEH 3195 WO 32614	\$623.67
		140		TIRES VEH 1101 WO 32581	\$175.15
		151		TIRES VEH 3282 WO 32669	\$100.83
		153		FLAT REPAIR VEH 7126 WO 32674	\$39.49
		160		TIRES VEH 3203 WO 32668	\$2,060.71
		161		TIRE SERVICE VEH 3315 WO 32671	\$71.48
		162		TIRES VEH 3285 WO 32672	\$1,211.72
		163		TIRES VEH 3283 WP 32673	\$1,988.24



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		164	202401	TIRE REPAIR VEH 3203 WO 32668	\$47.45
		178		TIRES VEH 3175 WO 32670	\$48.97
		179494		TIRES VEH 3235 WO 32532	\$583.45
		179567		TIRES VEH 2373 WO 32616	\$397.90
		179572		TIRES VEH 1102 WO 32457	\$352.30
		179746		TIRES VEH 2384 WO 32458	\$949.91
		179857		TIRES VEH 2258 WO 32423	\$362.86
		180041		TIRES VEH 7136 WO 32556	\$483.27
FASTENERS INC		S3616137.001	202183	SHOP SUPPLIES-CAP SCREWS	\$52.75
		S3622691.001	202409	SHOP SUPPLIES-UTILITY CLOTH	\$81.76
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$111.30
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$27.50
GROVER DYKES AUTO GROUP INC DBA		328425	202188	CONDENSER VEH 1004 WO 32449	\$427.68
		328457		BED LINER VEH 2419 WO 32558	\$232.13
		328458		BED LINER VEH 2418 WO 32559	\$232.13
		328479	202419	SEALS VEH 1004 WO 32573	\$36.02
		328667		SWITCH ASSY VEH 0308 WO 32591	\$69.37
		328826	202188	ANTI-FREEZE VEH 5043 WO 32627	\$45.50
		329145		MODULE VEH 0308 WO 32686	\$115.13
		329209		SPARK PLUGS VEH 5044 WO32632	\$104.95
		329436	202419	SHAFT/TUBE VEH 2256 WO 32683	\$138.32
		00024238	202197	TUBING VEH 3308 WO 32516	\$93.96
		1184425	202198	FILTERS VEH 3255 WO 32431	\$132.70
		1185512	202431	FILTERS VEH 3252 WO 32419	\$142.59
J & L HYDRAULICS INC		1185605		COVER ASSY VEH 3252 WO 32730	\$122.32
		1185900		SENSOR VEH 3248 WO 32493	\$118.57
JIM'S PACIFIC GARAGES INC		285005	202199	TIE ROD VEH 2346 WO 31847	\$562.69
		285038		MTR MOUNT VEH 2298 WO 32580	\$269.48
JT AUTOMOTIVE PARTS INC DBA		285054		MIRROR VEH 2382 WO 32598	\$1.41
		285055		BRK CLNR VEH 3308 WO 32516	\$29.73
		285056		BRK CLNR VEH 3308 WO 32516	\$5.95
		285057		BRK CLNR VEH 3291 WO 32435	\$47.57
		285058		LAMP VEH 4142 WO 32595	\$4.64
		285059		FILTER VEH 6583 WO 32615	\$7.00
		285060		BRK CLNR VEH 3222 WO 32460	\$35.67
		285061		BRK CLNR VEH 3222 WO 32488	\$35.67
		285067		BATTERY VEH 5042 WO 32600	\$360.64
		285077		SHOP SUPPLIES	\$20.37
		285085		TRANS MOUNT VEH 2298 WO 32580	\$20.48
		285127		BLADE VEH 7047 WO 32592	\$31.62
		285159		RTRN CORE DEPOSIT	(\$38.99)





## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		285175	202199	PINION VEH 2346 WO 31847	\$495.57
		285176		BRK CLNR VEH 3285 WO 32447	\$5.95
		285177		BRK CLNR VEH 3285 WO 32447	\$23.78
		285182		RTRN WARRANTY VEH 2346 WO31847	(\$495.57)
		285189		BRK CLNR VEH 2298 WO 32580	\$63.78
		285225		FILTER VEH 2384 WO 32458	\$16.19
		285227		FILTER VEH 2288 WO 32621	\$11.99
		285228		FILTERS VEH 2327 WO 32622	\$16.22
		285237		HOSE VEH 2346 WO 31847	\$17.88
		285238		FILTERS VEH 3255 WO 32431	\$83.72
		285241	202306	FILTERS VEH 3226 WO 32437	\$17.71
		285292	202199	BRK CLNR VEH 3284 WO 32456	\$35.67
		285296		FLUID VEH 3285 WO 32635	\$11.69
		285322		FILTERS VEH 3287 WO 32440	\$16.29
		285323	202306	FILTERS VEH 2343 WO 32439	\$16.30
		285324		FILTERS VEH 2380 WO 32433	\$15.81
		285325	202199	FILTERS VEH 2258 WO 32423	\$10.43
		285326		FILTERS VEH 6245 WO 32436	\$6.69
		285327	202306	FILTERS VEH 3305 WO 32443	\$16.29
		285328	202199	FILTERS VEH 3277 WO 32444	\$16.30
		285329	202306	FILTERS VEH 3303 WO 32428	\$16.29
		285330		FILTERS VEH 3264 WO 32445	\$16.78
		285332	202199	FILTERS VEH 3245 WO 32432	\$16.78
		285333		FILTERS VEH 2367 WO 32413	\$15.99
		285335		FILTERS VEH 3302 WO 32441	\$16.29
		285336	202306	OIL FILTER VEH 3187 WO 32427	\$3.80
		285337	202199	FILTERS VEH 3234 WO 32442	\$16.19
		285338		FILTERS VEH 2364 WO 32454	\$16.29
		285339		FILTERS VEH 3205 WO 32422	\$96.83
		285340		FILTERS VEH 3299 WO 32415	\$16.29
		285341		FILTERS VEH 2345 WO 32430	\$16.30
		285342	202306	FILTERS VEH 3209 WO 32425	\$19.24
		285343	202199	FILTERS VEH 2354 WO 32421	\$11.99
		285344		FILTERS VEH 2376 WO 32414	\$15.81
		285345		FILTERS VEH 3268 WO 32448	\$17.23
		285346	202306	FILTERS VEH 3252 WO 32419	\$100.40
		285347	202199	FILTERS VEH 3237 WO 32424	\$16.37
		285348		FILTERS VEH 2256 WO 32417	\$9.83
		285349		FILTERS VEH 2353 WO 32416	\$16.85
		285350		FILTERS VEH 1378 WO 32462	\$12.55
		285355		BRK CLNR VEH 5044 WO 32632	\$19.21





## City Of Richland

## VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		285356	202199	TOOL VEH 5044 WO 32632	\$9.00
		285362		BATTERY VEH 2380 WO 32631	\$82.57
		285400		FLUSH VEH 2290 WO 32352	\$79.51
		285484		EXTEN VEH 5042 WO 32641	\$5.40
		285486		FILTERS VEH 6566 WO 32638	\$106.47
		285510	202306	WTR PUMP VEH 1374 WO 32634	\$48.63
		285518	202199	BLAC VEH 3245 WO 32643	\$12.97
		285538	202306	MOUSE TRAPS VEH 3315 WO32685	\$26.59
		285574	202199	CONTROL VEH 3266 WO 32647	\$112.62
		285584		RTRN CORE DEPOSIT & EXP VALVE	(\$130.62)
		285585		FILTERS VEH 2382 WO 32650	\$15.81
		285603		CONNTR VEH 3266 WO 32647	\$18.05
		285608		LAMP VEH 2366 WO 32657	\$13.65
		285721	202306	BATTERY VEH 3302 WO 32340	\$106.45
		285747		SHOP SUPPLIES-WIPER DISPLAY	\$583.74
		285780		SHOP SUPPLIES-FUSES	\$21.12
		285809		FILTERS VEH 7137 WO 32691	\$31.83
		285810		SHOCKS VEH 2286 WO 32683	\$193.80
		285811		CIRCUIT BREAKER VEH 3211 32677	\$4.68
		285863		BRAKE CLEANER VEH 3283 32680	\$35.67
		285880		BATTERIES VEH 3188 WO 32702	\$214.43
		285939		DISC PAD VEH 2382 WO 32703	\$75.80
		285953		LAMP VEH 3320 WO 32695	\$7.51
		285973		FILTERS VEH 5044 WO 32708	\$15.99
		285987		LAMP VEH 4115 WO 32711	\$6.97
		286035		EPOXY VEH 5044 WO 32632	\$14.47
LES SCHWAB TIRE CENTER	42800025260		202209	ALIGNMENT VEH 2346 WO 31847	\$109.66
	42800025975		202436	ALIGNMENT VEH 3305 WO 32701	\$60.92
LESKOVAR LINCOLN MERCURY INC	05816		202210	UNSLATORS VEH 2346 WO 31847	\$27.08
MCCURLEY CHEVROLET	278519		202214	LEAK REPAIR VEH 3161 WO 32575	\$1,244.92
	280896		202440	SW SENSOR VEH 2369 WO 32719	\$364.41
	830370			HANDLE VEH 2282 WO 32569	\$54.95
	830627			HOSE/PIPE VEH 2298 WO 32580	\$265.10
	831062			PIPES VEH 1374 WO 32634	\$13.80
	831237			LAMPS VEH 3302 WO 32340	\$179.60
MONARCH MACHINE & TOOL CO INC	B164272		202216	5'CHANNEL VEH 3240 WO 32552	\$36.38
NOVUS GLASS	I0001537		202449	WW REPAIR VEH 3285 WO 32605	\$32.49
	I0001586			WW REPAIR VEH 3290 WO 32609	\$32.49
	I0001596			WW REPAIR VEH 3277 WO 32610	\$32.49
PAPE' MATERIAL HANDLING	7033170		202575	STARTER VEH 7127 WO 32603	\$318.69
PETERSON PACIFIC CORP	00152959		202454	GRATES VEH 7143 WO 32662	\$1,295.18



## City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PETERSON PACIFIC CORP		00153186	202454	FILTERS VEH 7143 WO 32664	\$1,211.31
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$0.33
RDO EQUIPMENT CO		P95242	202458	WIPER ARMS VEH 6565 WO 32637	\$171.48
		P95303		WIPER ARMS VEH 6566 WO 32645	\$254.82
RMT EQUIPMENT		Q69247	202338	BREAK UP BAR VEH 6580 WO32338	\$643.83
		Q69314		FF ELEMENT VEH 7145 WO 32579	\$149.94
		Q69874		CUTTER BLADE VEH 7145 WO 32566	\$380.91
		Q69877		CUTTER BLADE VEH 7137 WO 32562	\$380.21
ROWAND MACHINERY CO		132510	202229	HYDRAULIC OIL VEH 7097 32592	\$81.23
SIX STATES DISTRIBUTORS INC		06 012807	202588	CORE CREDIT VEH 4120 WO 32302	(\$171.59)
		06 200779		SOLENOID VEH 3247 WO 32720	\$190.56
TRANSPORT EQUIPMENT CO INC DBA		143478	202479	FLASHER VEH 3212 WO 32582	\$24.52
		143548		SENSORS VEH 5033 WO 32561	\$423.94
		143559		TUBING VEH 3285 WO 32554	\$10.29
		143667		ELBOWS VEH 3212 WO 32582	\$372.29
		143870	202242	FP CAPS ISC VEH 5033 WO 32561	\$1,782.93
		144005		DRUM-ADJ KIT VEH 3244 WO 32623	\$1,076.42
		144261	202479	DRUM COUPON VEH 3244 WO 32623	(\$21.66)
		144346		BRAKES VEH 3283 WO 32680	\$660.93
		144451		EGR VALVE VEH 3282 WO 32710	\$1,006.03
		144452		DOOR STRAPS VEH 3308 WO 32682	\$95.78
		144473		SEALS VEH 3282 WO 32710	\$11.11
		212972	202242	CORE CREDIT VEH 5033 WO 32561	(\$879.66)
TRI CITIES DIESEL INJECTION SERVICE INC		00049958	202482	HOSES VEH 7108 WO 32725	\$47.26
WESTERN CASCADE CONTAINER LLC		WCC113149	202494	TARPER ARMS VEH 3292 WO 32553	\$931.60
		WCC113150		TARPER ARMS VEH 3240 WO 32552	\$931.60
WESTERN PETERBILT INC		H206799	202496	SPRINGS VEH 3244 WO 32623	\$1,118.81
		H206881		CYLINDER VEH 3244 WO 32623	\$686.06
WESTERN STATES EQUIPMENT COMPANY		PC110257196	202497	STARTER VEH 7090 WO 32629	\$942.07
		PC110257273		HOSES/COUPLINGS VEH 3311 32279	\$962.85
		PR110019391		CORE RETURN VEH 7090 WO 32629	(\$465.70)
		WO110090570		AC REPAIR VEH 7131 WO 32540	\$927.71
		WO110090845		AC REPAIR VEH 7104 WO 32706	\$479.30
		WO110090912		AC REPAIR VEH 7138 WO 32728	\$1,716.23
		WO110090915		AC REPAIR VEH 7131 WO 32729	\$1,097.38
WESTERN SYSTEMS & FABRICATION INC		4125	202254	AIR ACTUATOR VEH 3281 WO 32550	\$380.33
	P052238	4176	202498	QWIK-TIP II SYSTEM, LIFTING AN	\$18,855.03
	P052238			SELECTED OPTIONS:	\$7,835.94
	P052238			INSTALLATION OF QWIK-TIP UNIT	\$4,418.64
	P052238			PAINT TO MATCH PACKER BODY (DU	\$736.44
	P052238			FREIGHT- ESTIMATED	\$696.55



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WESTERN SYSTEMS & FABRICATION INC		4190	202498	EXHAUST VEH 3320 WO 32612	\$1,030.27
		4250	202254	COIL VEH 3282 WO 32688	\$163.74
WONDRACK DISTRIBUTING INC		0426592	202255	OFF ROAD DYED DIESEL/LANDFILL	\$5,100.36
		0711375		CARDLOCK FUEL 5/09-5/15/13	\$19,956.91
WOODPECKER TRUCK & EQUIPMENT INC		231500012	202500	RELAY MODULE VEH 7135 WO 32734	\$3,666.71
		231510049		IDM RELAY VEH 7135 WO 32534	\$287.70
<b>EQUIPMENT MAINTENANCE TOTAL ****</b>					<b>\$107,056.81</b>
<b>EQUIPMENT MAINTENANCE FUND Total ***</b>					<b>\$107,056.81</b>
<b>FUND 503</b>	<b>EQUIPMENT REPLACEMENT FUND</b>				
<b>Division:</b>	215	<b>EQUIPMENT REPLACEMENT</b>			
WESTERN SYSTEMS & FABRICATION INC	P052218	4189	202498	TRAILER AIR SHOE PINTLE HITCH	\$858.55
	P052218			REMOVE EXISTING SPREADER BODY	\$71,440.92
	P052218			TOOL BOX 18"X 18"X 36" BLACK	\$744.83
<b>EQUIPMENT REPLACEMENT TOTAL ****</b>					<b>\$73,044.30</b>
<b>EQUIPMENT REPLACEMENT FUND Total ***</b>					<b>\$73,044.30</b>
<b>FUND 505</b>	<b>PUBLIC WORKS ADMIN &amp; ENGINEER</b>				
<b>Division:</b>	450	<b>PW ADMIN &amp; ENGINEERING</b>			
ABADAN INC		CNIN071856	202368	XEROX 6604 MAINTENANCE	\$16.72
ALDRICH, NANCY		052313	202145	STRMWTR MTG/MOSES LAKE/ALDRICH	\$19.19
CASCADE TITLE COMPANY OF BENTON		195856	202160	LIABILITY REPORT-TAPTEAL II	\$270.75
CITY OF RICHLAND		052313	202522	P&R CONST ENCROACHMENT FEES	\$75.00
		060413		CHMIL MARING EASEMENT FEE	\$74.00
		060513		PW RECORDING FEES	\$222.00
				BARRETT ENCROACHMENT FEES	\$75.00
				ANDERSON HTS ENCROACHMENT FEES	\$75.00
FRONTIER	S015133	5/13-206-188-2614	202413	TELEPHONE CHARGES 5/23/13-6/22	\$164.61
	S015129	5/13-509-946-4078		TELEPHONE CHARGE 5/22/13 - 6/2	\$70.17
NELSON, JULIE		13-258 NELSON	202218	APWA AWARD LUNCHEON/BELLEVUE	\$39.51
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$60.75
RICHLAND ACE HARDWARE		36264	202227	CAULK GUN	\$9.74
STAPLES CONTRACT & COMMERCIAL INC	S015121	3198073855	202347	INK JET TONER CARTS	\$332.39
	S015121	3198073856		HP PRINT HEAD	\$77.75
	S015121	3198073857		PRINT HEADS	\$156.06
	S015121	3198891399		PENS	\$155.52
	S015121	3198891400		PRE-MOISTENED TISSUES	\$17.70
	S015121	3199600903		TABS, INSERTS, INDEX MAKER	\$80.25
	S015121	3199600914		FOLDERS	\$12.32
US BANK EQUIPMENT FINANCE INC		228431664	202249	XEROX 6604 CONTRACT PAYMENT	\$81.60



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P052203	9705138983	202596	INTERNET ACCESS ON 2 LAPTOPS:	\$80.02
WASHINGTON CITIES INSURANCE AUTHORITY		RI-125	202252	FLAGGER TRNG-REATHAFORD	\$50.00
<b>PW ADMIN &amp; ENGINEERING TOTAL ****</b>					<b>\$2,216.05</b>
<b>PUBLIC WORKS ADMIN &amp; ENGINEER Total ***</b>					<b>\$2,216.05</b>
<b>FUND 520</b>	<b>HEALTH CARE/BENEFITS PLAN</b>				
<b>Division:</b>	222	<b>EMPLOYEE BENEFIT PROGRAM</b>			
LIFE INSURANCE COMPANY OF NORTH AMERICA		5/2013-FLI051384	202211	FLI051384 PREMIUMS-MAY 2013	\$9,304.92
		5/2013-LK030278		LK030278 PREMIUMS-MAY 2013	\$11,172.67
		5/2013-OK807703		OK807703 PREMIUMS-MAY 2013	\$2,550.09
MAGELLAN BEHAVIORAL HEALTH		JUNE2013/SELFBILL	202438	JUNE 2013 EAP	\$682.42
		MAY2013/SELFBILL	202212	MAY2013 EAP	\$679.44
<b>EMPLOYEE BENEFIT PROGRAM TOTAL ****</b>					<b>\$24,389.54</b>
<b>HEALTH CARE/BENEFITS PLAN Total ***</b>					<b>\$24,389.54</b>
<b>FUND 611</b>	<b>FIREMAN'S PENSION</b>				
<b>Division:</b>	216	<b>FIRE PENSION</b>			
ANDERS, PETER		AP00003705291301	202262	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003505291301	202269	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000405291301	202272	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		050813HC	202386	N/C MEDICINE DOS 5/8 & 5/24	\$54.13
		AP00000505291301	202273	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000605291301	202278	MEDICARE PREMIUM/CLARK	\$104.90
COLLEY, MARIA DEL REFUGIO J		051913JT	202170	CNA FEES 72HRS DOS 5/19-5/22	\$599.76
		052613JT	202396	CNA FEES 72HRS 5/26-5/29/13	\$599.76
DOWNS, DANNY		AP00005105291301	202285	MEDICARE PREMIUM/DOWNS	\$104.90
ELIASON, CURTIS		AP00003305291301	202288	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000905291301	202290	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		123112AF	202293	OHSU REIMBURSEMENT-GLASSES	\$245.00
		AP00006005291301	202292	MEDICARE PREMIUM/FERRIANS	\$104.90
GONZALES, LAURA L		060113JT	202539	CNA FEES 36 HRS 6/1-6/2/13	\$299.88
HALL-MULLEN, STEPHANIE		052513JT	202420	CNA FEES 12HRS 5/25/13	\$99.96
HOUCHIN, EARL		AP00001205291301	202298	MEDICARE PREMIUM/HOUCIN	\$104.90
JOHNSON, NEILS E		AP00003405291301	202303	MEDICARE PREMIUM/JOHNSON	\$103.90
JONES, HAROLD		AP00005505291301	202305	MEDICARE PREMIUM/JONES	\$104.90
KENNEDY, LAURA A		052213JT	202204	CNA FEES 72HRS 5/22-5/26/13	\$599.76
		052913JT	202558	CNA FEES 60 HRS 5/29-6/1/13	\$499.80
KEYS, JACK D		AP00006205291301	202308	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		AP00006405291301	202310	MEDICARE PREMIUM/LAHTI	\$103.90
MATHESON, HAN & GIESA PLLC		042213TT	202439	DENTAL DOS 4/22/13	\$156.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MITCHELL, RAYMOND L		AP00001505291301	202322	MEDICARE PREMIUM/MITCHELL	\$104.90
MYERS, EDWARD A		AP00007605291301	202325	MYERS/MEDICARE PREMIUM	\$104.90
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$2.74
POLLARD, JAMES		AP00004805291301	202334	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003605291301	202342	MEDICARE PREMIUM/RONEY	\$104.90
TOLRUD, JOHN		AP00001805291301	202353	MEDICARE PREMIUM/TOLRUD	\$104.90
WEST RICHLAND FAMILY DENTAL CTR		042313CW	202493	DENTAL DOS 4/23/13	\$167.80
WEST, ROYAL		AP00002005291301	202360	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007505291301	202362	MEDICARE PREMIUM/WILLIAMSON	\$101.90
FIRE PENSION TOTAL ****					\$5,517.49
FIREMAN'S PENSION Total ***					\$5,517.49
<b>FUND 612</b>	<b>POLICEMEN'S PENSION FUND</b>				
<b>Division:</b>	217	POLICE PENSION			
ANDERSON DENTAL		042513DS	202370	DENTAL DOS 4/25/13	\$152.60
BAKER, MARSHALL R		AP00006305291301	202263	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR		AP00004905291301	202265	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		AP00003805291301	202266	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A		AP00004205291301	202271	MEDICARE PREMIUM/BRUNSON	\$104.90
CITY OF RICHLAND		13-205 ROSE	202277	WSLEA CONF/CHELAN/ROSE	\$459.17
CLEAVENGER, WILL J		AP00007305291301	202279	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M		AP00007405291301	202280	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		AP00006605291301	202282	MEDICARE PREMIUM/COUCH	\$104.90
DERRICK, GEORGE		AP00000705291301	202284	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000805291301	202286	MEDICARE PREMIUM/DUCHEMIN	\$104.90
ESC IV LP DBA		AP00007205291301	202289	WIEBOLDT/ASSISTED LIVING	\$4,610.00
GANLEY, JOHN M		AP00007905291301	202295	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C		AP00007805291301	202297	HIGGINS MEDICARE PREMIUM	\$103.90
KROGER-FRED MEYER		672258JD	202434	RX6172877 DOS 5/28/13	\$37.80
LEWIS, DAVID L		AP00004305291301	202314	MEDICARE PREMIUM/LEWIS	\$101.90
LOHDEFINCK, RICHARD N		AP00002305291301	202317	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART		AP00002505291301	202319	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007105291301	202324	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER		04/13-1127-9365	202222	POSTAGE 4/1-4/30/13	\$2.74
ROSE, DAVE		13-205	202343	WSLEA CONF/MEALS/MILEAGE/ROSE	\$63.95
SPARKS, DAVID W		051613DS	202235	OTC MEDICINE DOS 5/16/13	\$33.56
		052913DS	202472	N/C MEDICINE DOS 5/29/13	\$33.56
		AP00005905291301	202346	MEDICARE PREMIUM/SPARKS	\$104.90
TAYLOR, KENNETH		AP00002705291301	202351	MEDICARE PREMIUM/TAYLOR	\$104.90
THOMAS, GERALD D		AP00003205291301	202352	MEDICARE PREMIUM/THOMAS G	\$104.90
TRI CITIES LABORATORY		0921112DB	202244	00256865 DOS 9/11/12	\$52.60



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TURNER, ROY		AP00003105291301	202354	MEDICARE PREMIUM/TURNER	\$104.90
WENDLAND, WALTER		AP00001905291301	202359	MEDICARE PREMIUM/WENDLAND	\$104.90
WIEBOLDT, THOMAS		AP00004005291301	202361	MEDICARE PREMIUM WEIBOLDT	\$104.90
WILMOTH, ROD		AP00004505291301	202363	MEDICARE PREMIUM/WILMOTH	\$104.90
YOUR PROBLEMS SOLVED INC DBA		256932AM	202257	32MA14 CNA FEES 5/6-5/16/13	\$136.50
ZIMMERMAN, GERALD		AP00005005291301	202364	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
<b>POLICE PENSION TOTAL ****</b>					<b>\$7,991.18</b>
<b>POLICEMEN'S PENSION FUND Total ***</b>					<b>\$7,991.18</b>
<b>FUND 641</b>	<b>SOUTHEAST COMMUNICATIONS CTR</b>				
<b>Division:</b>	600	SECOMM OPERATIONS GENERAL			
BARBER, JAMES		13-200 BARBER	202513	COOP TRNG/SPOKANE/BARBER	\$250.39
CENTURYLINK		5/13-509-624-3863	202391	GENERAL 5/16-6/16/13	\$7.31
FRONTIER		5/13-206-188-1060	202413	GENERAL 5/19-6/18/13	\$353.20
		5/13-509-628-2609		GENERAL 5/25-6/24/13	\$409.38
HEWLETT PACKARD COMPANY	P052591	52808547	202424	SUPPORT, HP 3 YEAR NEXT BUSINE	\$1,037.95
	P052591			PRINTER, HP LASERJET ENTERPRIS	\$4,006.56
PITNEY BOWES INC		2344935-MY13	202333	POSTAGE MACHINE 5/30-8/30/13	\$62.28
STAPLES CONTRACT & COMMERCIAL INC	S015121	3199438457	202347	COLOR PRINT CARTRIDGE	\$50.85
	S015121	3199438458		COLOR PRINT CARTRIDGE	\$50.85
STATE OF WASHINGTON	P052814	4/13-902-1000673	202473	NON-EMERGENCY LANGUAGE LINE CA	\$5.88
VERIZON WIRELESS		9704430350	202356	EMPLOYEE CELLPHONES-MAY	\$275.32
<b>SECOMM OPERATIONS GENERAL TOTAL ****</b>					<b>\$6,509.97</b>
<b>Division:</b>	601	E911 OPERATIONS			
FRONTIER		5/13-253-012-0862	202413	E911 LINES 5/22-6/21/13	\$35.00
UNITED REPROGRAPHICS		0224851-IN	202247	CBD DISPATCH BOOK	\$763.52
<b>E911 OPERATIONS TOTAL ****</b>					<b>\$798.52</b>
<b>Division:</b>	602	SECOMM AGENCY			
APOLLO SHEET METAL INC	P052812	41416A	202372	SPRING MAINTENANCE - HVAC CONC	\$1,412.37
BRASHEAR ELECTRIC INC		20802	202270	BREAKER REPAIR FOR GENERATOR	\$295.80
MOON SECURITY SERVICES INC		652933	202444	FIRE ALARM TESTING	\$126.17
<b>SECOMM AGENCY TOTAL ****</b>					<b>\$1,834.34</b>
<b>SOUTHEAST COMMUNICATIONS CTR Total ***</b>					<b>\$9,142.83</b>
<b>FUND 642</b>	<b>800 MHZ PROJECT</b>				
<b>Division:</b>	610	800 MHZ			
BENTON PUD	P052784	5/13-0762170145	202268	SITE OCCUPANCY & DNR FEES FOR	\$5,606.85
<b>800 MHZ TOTAL ****</b>					<b>\$5,606.85</b>
<b>Division:</b>	611	MICROWAVE			
BENTON PUD	P052784	5/13-0762170145	202268	SITE OCCUPANCY & DNR FEES FOR	\$19,998.44



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MICROWAVE TOTAL ****					\$19,998.44
800 MHZ PROJECT Total ***					\$25,605.29
<b>FUND 643</b>	<b>EMERGENCY MANAGEMENT</b>				
<b>Division:</b>	620	STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC	P052812	41416A	202372	SPRING MAINTENANCE - HVAC CONC	\$480.20
ORGANIZATIONAL QUALITY ASSOCIATES INC		BCWAM-480	202573	MAC GROUP TRAINING EXPENSES	\$3,797.46
VERIZON WIRELESS		9704430350	202356	EMPLOYEE CELLPHONES-MAY	\$57.62
STATE / LOCAL ASSISTANCE TOTAL ****					\$4,335.28
<b>Division:</b>	621	RADIOLOGICAL EMGCY PREPAREDNES			
APOLLO SHEET METAL INC	P052812	41416A	202372	SPRING MAINTENANCE - HVAC CONC	\$480.20
MID COLUMBIA ENGINEERING INC	P052587	ST005710	202215	JEREMY MEREDITH, SURVEY TAKER	\$135.85
	P052723	ST005711		BECKI COATS, SURVEY TAKER	\$218.08
	P052587	ST005727	202443	JEREMY MEREDITH, SURVEY TAKER	\$96.53
	P052723	ST005728		BECKI COATS, SURVEY TAKER	\$189.48
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$1,120.14
<b>Division:</b>	622	DOE EMERGENCY PREPAREDNESS			
PITNEY BOWES INC		2344935-MY13	202333	POSTAGE MACHINE 5/30-8/30/13	\$124.55
VERIZON WIRELESS		9704430350	202356	EMPLOYEE CELLPHONES-MAY	\$57.62
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$182.17
<b>Division:</b>	623	JURISIDICITION			
APOLLO SHEET METAL INC	P052812	41416A	202372	SPRING MAINTENANCE - HVAC CONC	\$451.96
BRASHEAR ELECTRIC INC		20802	202270	BREAKER REPAIR FOR GENERATOR	\$295.79
MOON SECURITY SERVICES INC		652933	202444	FIRE ALARM TESTING	\$126.17
PITNEY BOWES INC		2344935-MY13	202333	POSTAGE MACHINE 5/30-8/30/13	\$124.56
JURISIDICITION TOTAL ****					\$998.48
EMERGENCY MANAGEMENT Total ***					\$6,636.07



## City Of Richland

VL-1 Voucher Listing

From: 5/27/2013 To: 6/7/2013

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

\$1,704,634.61

## Number of Invoices

## Amount

Vouchers In Richland	205	\$244,532.41
Vouchers In Tri Cities	158	\$446,585.70
Vouchers In WA	240	\$504,861.93
Vouchers Outside WA	414	\$508,654.57
Vouchers Final Total.....	1017	\$1,704,634.61

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$141.08	0.01%
2	BENEFITS	\$86,730.28	5.09%
3	SUPPLIES	\$156,607.20	9.19%
4	OTHER SERVICES & CHARGES	\$519,014.69	30.45%
5	INTERGOVERNMENTAL SERVICES	\$68,614.72	4.03%
6	CAPITAL PROJECTS	\$681,589.12	39.98%
	MACHINERY & EQUIPMENT	\$107,086.01	6.28%
8	INTEREST	\$6.28	0%
9	INTERFUND SERVICES	\$112.14	0.01%
	INVENTORY PURCHASES	\$84,733.09	4.97%
	Total	\$1,704,634.61	





## Council Agenda Coversheet

Council Date: 06/18/2013

Category: Items of Business

Agenda Item: B1

Key Element: Key 3 - Economic Vitality

Subject: INFRASTRUCTURE AGREEMENT TO RECRUIT SCHAEFFER INDUSTRIES

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

### Recommended Motion:

Authorize the City Manager to sign and take other actions as necessary to execute the Infrastructure Agreement with Schaeffer Industries.

### Summary:

The proposed Infrastructure Agreement provides an opportunity to recruit Schaeffer Industries (SI) Steel to Richland. Schaeffer Industries is a United States company that manufactures, processes, and distributes steel products for the use in automotive, solar and agriculture industries. They will ship raw product into the facility and machine it to create finished products. They are primarily interested in serving the grape growing and other agriculture markets with a trellis system designed for automated cultivation. Schaeffer Industries has been in existence for over 30 years and has plants in Utah and California. They will employ 15 to 30 people, with 2/3 of those employees being classified as manufacturing.

The Development Agreement utilizes Local Revitalization Financing (LRF) to fund public infrastructure improvements that would support the company locating in the Horn Rapids Industrial Park. The company is proposing to purchase 25 acres of rail served property on Kingsgate currently owned by FE&C, as such there is no corresponding real estate transaction between the City and SI Steel. An analysis of the transaction is provided in the attached memo to Council.

LRF is a recent economic development tool enacted by Council that resembles tax increment financing. There is currently \$2,700,000 in LRF funding not dedicated towards other public infrastructure improvements. LRF rules require that funding be put towards public infrastructure improvements that support private sector investments in the Revitalization Area for Industry, Science and Education which includes the Tri-Cities Research District, Port of Benton Manufacturing Mall and the Horn Rapids Industrial Park. The concept of using LRF funding as a tool to recruit companies has been discussed in workshop with Council as well as with the Capital Facilities Subcommittee.

### Fiscal Impact?

☒ Yes ☐ No

The proposed agreement will utilize approximately \$385,000 of the \$11,200,000 of bond proceeds available in the Industrial Development Fund through Local Revitalization Financing. The proposed private sector improvements will generate \$350,000 in tax increments to repay the bond debt and will also increase the value of adjacent city owned land by \$75,000 to \$100,000. Repayment is guaranteed by Schaeffer Industries.

### Attachments:

- 1) Analysis Memo
- 2) Infrastructure Agreement
- 3) Project Maps

City Manager Approved:

Johnson, Cindy  
Jun 13, 14:21:43 GMT-0700 2013



## **MEMORANDUM**

*Economic Development Office*

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To: Richland City Council

From: Gary Ballew, Manager

Date: June 11, 2013

Subject: Analysis of Infrastructure Agreement with Schaeffer Industries

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The proposed Infrastructure Agreement provides an opportunity to recruit Schaeffer Industries (SI) Steel (<http://www.sisteel.com/>) to Richland. Schaeffer Industries is a United States company that manufactures, processes, and distributes steel products for the use in automotive, solar and many other industries. They will ship raw product into the facility and machine it to create products. They are primarily interested in serving the grape growing and other agriculture markets with a trellis system designed for automated cultivation. Schaeffer Industries has been in existence for over 30 years and has plants in Utah and California. They will employ 15 to 30 people, with 2/3 of those employees being classified as manufacturing.

The Development Agreement utilizes Local Revitalization Financing (LRF) to fund public infrastructure improvements that would support the company coming to the Horn Rapids Industrial Park. The company is proposing to purchase 25 acres of rail served property on Kingsgate currently owned by FE&C. SI Steel needs to close on the real estate transaction by June 26, 2013 per the agreement with FE&C. SI Steel will initially construct one 80,000 square foot facility that will likely be a tilt up concrete structure with 42 foot parapets. The initial capital investment will be approximately \$3,500,000. They are designing the site for two additional facilities as well.

The proposed Infrastructure Agreement provides that the City will construct 1240 feet of road and utilities and a portion of a rail spur. The road and utilities will serve both the 25 acre parcel as well as a 15 acre parcel owned by the City directly to the north. The City will pay for the construction using LRF funds. The Economic Development Office worked with Finance to determine that every \$1,000,000 in increased assessed value generates \$100,000 in LRF funds. To guarantee the City is made whole, the Agreement calls for calculating the increase Assessed value between 2019 and 2013. If 10% of the increased assessed value is less than what the City invested in the improvements attributable to SI Steel (100% of the rail spur and 62.5% of the road and utilities) then SI Steel will pay the difference. To ensure the requirement survives any land transfers, the Agreement runs with the property and a notice of the Agreement will be recorded on the land.

Staff estimates that the improvements will cost approximately \$385,000 for both the rail spur and the road and utilities. The road and utilities will increase the price and

marketability of the City's adjacent land and staff estimates the increase in land value at \$75,000 to \$100,000. Given likely level of investments and the cost of the improvements, this agreement provides a positive gain to the City.

LRF is a recent economic development tool enacted by Council that resembles tax increment financing. There is currently \$2,700,000 in LRF funding not dedicated towards other public infrastructure improvements. LRF rules require that funding be put towards public infrastructure improvements that support private sector investments in the Revitalization Area for Industry, Science and Education which includes the Tri-Cities Research District, Port of Benton Manufacturing Mall and the Horn Rapids Industrial Park. The concept of using LRF funding as a tool to recruit companies has been discussed in workshop with Council as well as with the Capital Facilities Subcommittee.

## City of Richland

### Infrastructure Agreement

THIS INFRASTRUCTURE AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of June, 2013, by and between **SCHAEFFER INDSTRIES, a Nevada corporation**, ("Owner") and the **CITY OF RICHLAND**, a Washington municipal corporation ("City"). Owner and City are sometimes herein individually referred to as a "Party" or collectively as the "Parties".

### RECITALS

A. The Owner has entered into an agreement to purchase certain real property ("Purchase Agreement") consisting of approximately twenty-five (25) acres located on Kingsgate Way, Richland, Washington, as more particularly described on attached Exhibit A and depicted on Exhibit "B" ("Owner Property"), which Owner desires to develop, including the construction of several buildings.

B. City owns the real property consisting of approximately fifteen (15) acres, abutting the entire North boundary of the Owner Property, as more particularly described on attached Exhibit "C" and depicted on Exhibit "D" ("City Property").

C. City desires to facilitate Owners development of the Owner Property by developing public infrastructure that will serve Owner Property and City Property as described herein, including the construction of a street (with utilities) of approximately 1,240 feet along the common boundary of Owner Property and City Property and the construction of a rail spur abutting the Owner Property on the south.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### 1. DEFINITIONS.

For purposes of this Agreement, defined terms shall be indicated by initial capital letters. In this Agreement, such defined terms shall have the meanings set forth as follows and as otherwise defined in this Agreement.

- 1.1 "Easement Area". An eighty (80) foot area consisting of forty (40) feet on each side of the common boundary of Owner Property and City Property as more particularly described on attached Exhibit "F" and as depicted on attached Exhibit "E".
- 1.2 "Rail Spur". A rail turnout beginning on the existing railroad line abutting Owner Property on the south and continuing to the thirteen (13) foot clear point, as located and designed by Owner.

- 1.3 "Street". A paved street sixty (60) feet wide to be located along the center line of the Easement Area.
- 1.4 "Utilities". Utilities sized as the Parties reasonably estimate to serve the anticipated developed operational requirements of Owner Property and City Property, which shall be located in the Easement Area and which will consist of electrical, sewer, water, fire hydrants and communications lines, and communication conduit, as well as trenching for local gas and communications providers.

## 2. DEVELOPMENT OBLIGATIONS.

- 2.1 *City Contribution.* City shall expend funds for public infrastructure ("Development Funds"), which shall be located proximate to Owner Property and be available for use by Owner, and which shall be in an amount equal to the difference between the Benton County 2019 assessed value of Owner Property less the 2013 Benton County assessed value of Owner Property of \$556,250, multiplied by ten percent (10%) (for clarity (2019 assessed value – 2013 assessed value) x .10) ("Development Fund Amount"). The means by which City shall provide the Development Funds shall, by way of example, include:
  - 2.1.1 No later than April 15, 2014, City shall construct the Street containing all Utilities, with sixty two and one-half percent (62.5%) of the total construction cost thereof to be included as Development Funds.
  - 2.1.2 No later than April 15, 2014, City shall construct the Rail Spur, with the cost thereof to be included as Development Funds.
  - 2.1.3 City shall otherwise contribute Development Funds as allowed by law and reasonably determined from time-to-time by the Parties.
- 2.2 *Development Funding True-Up.* On July 1, 2019, the Parties shall mutually cooperate to determine whether the actual amount City has then expended in Development Funds exceeds the Development Fund Amount, and, if such an excess exists, Owner shall pay the excess to City no later than July 31, 2019.
- 2.3 *Cross Easement.* Simultaneous with the execution of this Agreement, the Parties shall sign in recordable form a cross easement and maintenance agreement providing the terms of ingress and egress over Easement Area to Owner Property and City Property and the terms for the installation, maintenance and replacement of the paved surface of the Street and

Utilities. The Parties shall record with Benton County cross easement and maintenance agreement.

3. CONDITIONS AND TERM.

- 3.1 *Purchase Condition.* This effectiveness of this Agreement is conditioned upon Owner acquiring title to Owner Property through the closing of the Purchase Agreement. If such closing does not occur by July 26, 2013 this Agreement shall automatically be null and void and of no further force and effect.
- 3.2 *Owner Approval Condition.* Prior to commencement of construction of the Street/Utilities and the Rail Spur, City shall provide Owner with all bid award information. Commencement of construction shall be conditioned upon Owner approving in writing all bid award information. If Owner does not in writing approve all bid award information within a reasonable time, this Agreement shall automatically be null and void and of no further force and effect.
- 3.3 *Term.* This Agreement shall terminate on July, 2019 or full payment of any obligation due under Section 2.2 above, whichever date last occurs.

4. GENERAL.

- 4.1 *Amendment.* No Amendment to this Agreement shall be made unless mutually agreed to by the Parties in writing.
- 4.2 *Assignment/Successors.* Owner may assign its rights and delegate its duties, in whole or in part, under this Agreement without City consent. This Agreement shall be binding upon the heirs, successors, assigns of any or all of the Parties hereto.
- 4.3 *Appurtenant Right.* The terms of this Agreement shall run with Owner Property and City Property and be binding on the respective heirs, successors and assigns of Owner Property and City Property.
- 4.4 *Notice.* Any notice or demand required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail, return receipt requested, or by overnight courier, or hand delivered, to the address of the Parties set forth below. Any Party may give notice in the manner provided in this Section to the other Parties of a change of address. Any notice shall be deemed to have given on the date it is deposited in the U.S. Postal Service mail, delivered to the overnight courier, with postage prepaid, or upon hand delivery, as the case may be.

City: City of Richland  
Attention: Gary Ballew, Economic Development Manager  
P.O. Box 190  
Richland, WA 99452

Owner: Schaeffer Industries:  
Attention: George M. Schaeffer, President  
141 South Western Coil Road  
Lindon, UT 84042

- 4.5 *Severability.* If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.
- 4.6 *Notice of Agreement.* Either Party may record with Benton County a document providing notice of the existence of this Agreement.
- 4.7 *Execution.* The Parties hereto have executed this Agreement as of the day first above written.

OWNER: SCHAEFFER INDUSTRIES

By: \_\_\_\_\_  
George M. Schaeffer, President

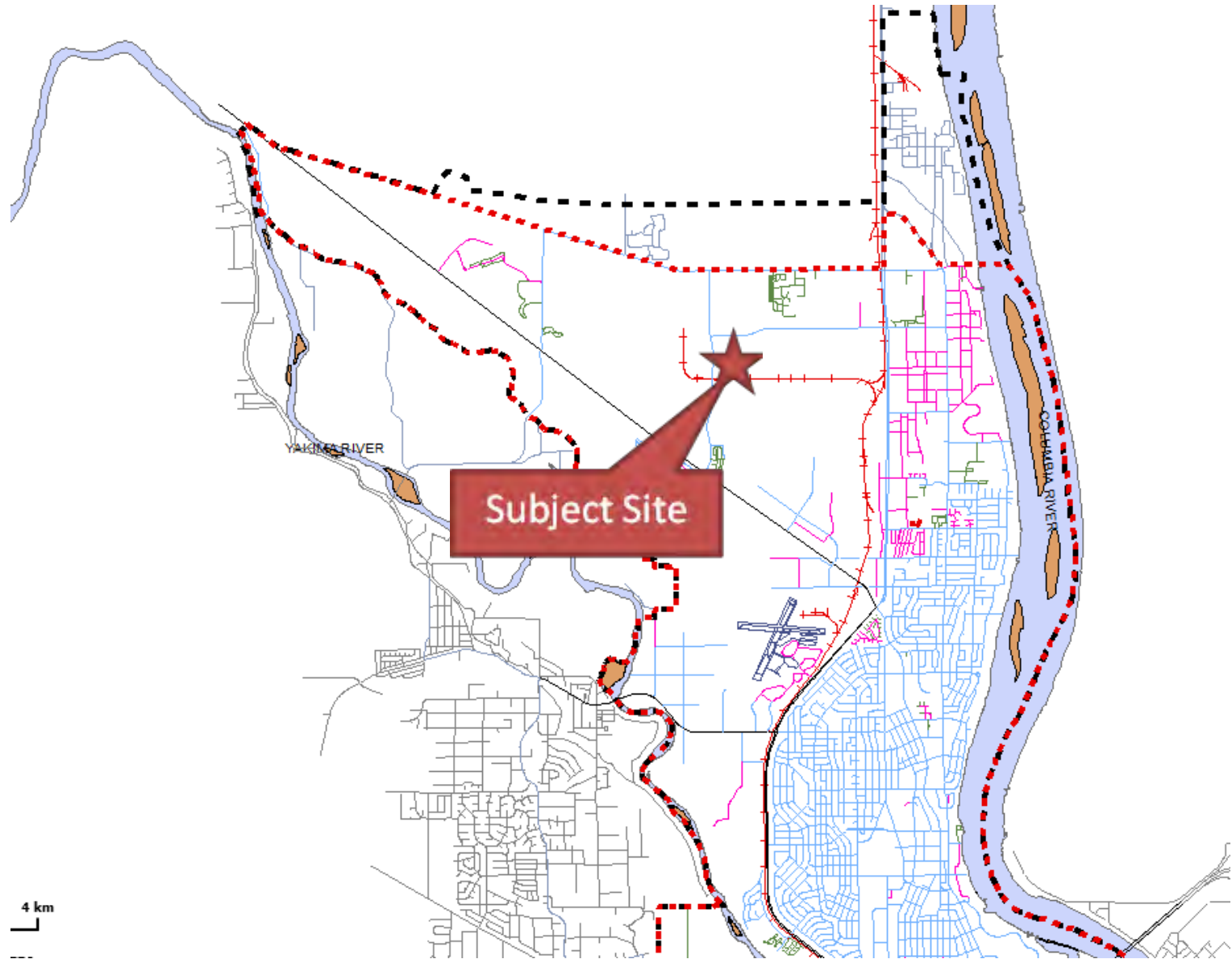
CITY OF RICHLAND

By: \_\_\_\_\_  
Cynthia D. Johnson, City Manager

Approved as to Form:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

# Subject Site Location





# Project Description

